

WAKE COUNTY, NC 491  
LAURA M RIDDICK  
REGISTER OF DEEDS  
PRESENTED & RECORDED ON  
07/01/2005 AT 12:02:19

BOOK:011448 PAGE:00815 - 00854

THIS INSTRUMENT PREPARED BY  
AND WHEN RECORDED RETURN TO:  
Duke Realty Corporation  
3950 Shackleford Road, Suite 300  
Duluth, Georgia 30096  
Attn: Elizabeth C. Belden, Esq.

**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR  
PERIMETER PARK - PHASE II**

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR PERIMETER PARK – PHASE II (this "Declaration") is made as of this 30<sup>th</sup> day of June, 2005, by **DUKE REALTY LIMITED PARTNERSHIP**, an Indiana limited partnership doing business in North Carolina as Duke Realty of Indiana Limited Partnership, f/k/a Duke-Weeks Realty Limited Partnership and successor by merger to Weeks Realty, L.P., a Georgia limited partnership ("Developer"), and consented to by **DUKE CONSTRUCTION LIMITED PARTNERSHIP**, an Indiana limited partnership ("DCLP"), as the owner of portions of the Property (hereinafter defined) that is subject to the Declaration (hereinafter defined).

WITNESSETH:

WHEREAS, Developer is the developer of a tract of land containing approximately 139 acres, located in the City of Morrisville, Wake County, North Carolina, and more particularly described on Exhibit A, attached hereto and by this reference made a part hereof (together with such Additional Property, as hereinafter defined, or such portion or portions thereof, as may from time to time be submitted by Developer to the covenants and restrictions of this Declaration pursuant to the terms hereof, the "Property"); and

WHEREAS, prior to the date hereof, DCLP acquired those portions of the Property more particularly described on Exhibit B, attached hereto and by this reference made a part hereof (the "DCLP Property"); and

WHEREAS, Developer intends to develop certain portions of the Property and/or to sell certain portions of the Property to third parties for development; and

WHEREAS, DCLP desires to join in this Declaration for the purpose of subjecting the DCLP Property to this Declaration; and

WHEREAS, Developer desires to subject the Property to the protective covenants, conditions, restrictions and reservations set forth hereinafter (collectively, the "Restrictions"), which Restrictions are for the purpose of (a) protecting the value and desirability of the Property as a whole, and each Site (as hereinafter defined) individually, and (b) distributing among Developer and any owners of any Site(s) the cost of maintaining and operating certain common facilities located or to be located within the Property, as well as any other common facilities which are not located within the Property, but which, nevertheless, service the Property, if any; and

WHEREAS, Developer has deemed it desirable to provide for the creation of a not-for-profit organization which shall be delegated and assigned, subject to the terms and conditions hereof, the power and responsibility for owning, maintaining, preserving and administering the Common Area (as hereinafter defined), if any, and certain portions of the Property for the benefit of other portions of the Park (as hereinafter defined), and performing the functions of Developer hereunder, for collecting and disbursing any assessments and charges of the Association (as hereinafter defined), and for otherwise serving as the representative of Developer and the owners of any portion of the Property.

NOW, THEREFORE, Developer does hereby proclaim, publish and declare that the Property shall be held, conveyed, hypothecated, encumbered, rented, used, occupied and improved subject to this Declaration, the terms of which shall run with the land and shall be binding upon Developer and upon all parties having or acquiring any right, title or interest in or to any part of the Property, and shall inure to the benefit of each owner and Member (as hereinafter defined) thereof.

## ARTICLE I CERTAIN DEFINITIONS

The following words or terms, when used in this Declaration, shall have the meanings set forth below:

Additional Property. All those tracts or parcels of land now owned or hereafter acquired by Developer or its successors or assigns which are adjacent or contiguous to the Property now or hereafter subjected to this Declaration.

Area. In the singular, shall mean any of the Commercial Area, Office/Institutional Area, Multi-Family Residential Area, or Common Area and, in the plural, shall mean any two or more of the foregoing.

Association. Perimeter Park – Phase II Owners' Association, Inc., a North Carolina not-for-profit corporation, or such other North Carolina not-for-profit corporation as may hereafter be formed by

Developer in its sole discretion for the purpose of owning, maintaining, preserving and administering the Common Area and for other purposes as set forth hereinafter.

Assessment(s). The Annual Charge described in Section 10.1 and/or, as the case may be, the Special Assessment Charge described in Section 10.2.

Board. The Board of Directors of the Association, selected as provided in the Bylaws and generally serving the same role as the board of directors under North Carolina corporate law.

Bylaws. The Bylaws of Perimeter Park – Phase II Owners' Association, Inc., as amended from time to time.

Commercial Area. Shall mean that portion of the Property depicted as "*Commercial*" on Exhibit C attached hereto and incorporated herein by this reference, as such portion may be increased, decreased or reconfigured from time to time by Developer by amendment to this Declaration as more specifically provided in Section 12.3 of this Declaration or by amendment to the PUD (hereinafter defined).

Common Area. "Common Area" shall include, but not be limited to, the following:

(a) All real property (including, without limitation, the improvements thereon) from time to time designated by Developer or the Association or owned by the Association, for the common use and enjoyment of the Members, and their respective guests and invitees, which is not included in the legal description of any of the Sites and which either (i) has not been dedicated to the County or other governmental entity (hereinafter, collectively, the "Local Governmental Entity"), or (ii) has been so dedicated under terms and conditions requiring continued maintenance thereof by the Association;

(b) Any other portion of the Property, whether or not included within the boundary lines of any Site, not used or intended for the use as a site or area for improvements to accommodate industrial, commercial or other business enterprises, owned, created, established, acquired, reserved and/or otherwise designated for the common use and enjoyment of the Members and their respective guests and invitees by the Developer or the Association, either in fee, by easement, by license or otherwise, pursuant to any instrument or plat recorded in the Official Records, including, without limitation, areas to accommodate detention basins and piping, sanitary lift stations, buffer areas and buffer improvements, landscape entry features and other or similar areas and improvements located therein;

(c) All street lights located along public road frontages (to the extent that the cost of the same shall not be borne by the Local Governmental Entity or other governmental authority or utility division);

(d) All signage common to the development of the Property and associated landscaping and utilities;

(e) All water irrigation systems installed to maintain any portion of the Common Area described in the preceding clauses of this subsection; and

(f) Any pedestrian trails that may be constructed throughout the Property.

County. The county in which the Property is located. If the Property is located in more than one County, "County" shall refer to all counties in which a portion of the Property is located unless the text is specific to the contrary.

Declaration. This Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Easements for Perimeter Park - Phase II, as the same may from time to time be supplemented or amended in the manner described herein.

Deed of Trust. Any deed of trust, mortgage, security deed or other security agreement secured in whole or in part by all or any portion of the Property.

Design Review Committee. The Design Review Committee established under Section 8.1 hereof.

Developer. Developer and its successors and shall include any person or entity designated as a successor or assignee by specific assignment of its right and duties under this Declaration pursuant to Section 12.11 hereof.

Deed. Any deed, assignment, lease, or other instrument conveying fee title or a leasehold interest in any part of the Property.

Development Guidelines. The Development Guidelines established under Section 8.2 hereof.

Improvements. "Improvement" or "Improvements" shall mean, with respect to any Site or in the Common Area, any building, structure or construction which may affect the appearance of such Site, including by way of illustration, but not limitation, all land preparation or excavation, fill and grading, utilities, pipes, lines, wires and other facilities, landscaping, buildings (whether fully or partially enclosed), garage, parking structures, parking areas, cubing, paving, exterior paint or material or colors, trackage, fences, walls, exterior screening, poles, towers, antenna, aerials, lighting, driveways, ponds, lakes, fountains, signboard, walkways, jogging paths, signs, glazing or reglazing of exterior windows, exterior communications equipment and facilities, and any construction which affects the exterior color or appearance of any building or structure. The term "Improvements" includes both original improvements that may be permanent or temporary, stationary or moveable, or that may be above, on or below ground level.

Member. Any Person who is a record owner of any Site (including any lessee or sublessee of a Site to whom rights of membership have been assigned under a recorded instrument, as provided in the Bylaws). In the event that fee simple title to a Site is held by multiple Persons, either as the result of creation of a tenancy-in-common or the creation of an estate for years pursuant to which one Person is a ground lessor and the other Person is a ground lessee, such multiple Persons shall, within thirty (30) days after the date of their acquisition of any Site, execute and deliver to the Association a written instrument, including a power-of-attorney, appointing and authorizing one such Person to act on behalf of all owners for that Site. If the multiple Persons owning a Site fail to deliver to the Association such written instrument, then the Association may elect to recognize only a document, consent or instrument executed by all of the multiple Persons owning such Site. A Member may change its designated agent by written notice to the Association, but such change shall be effective only after actual receipt thereof. Attached hereto as Exhibit D and incorporated herein by reference is a "Notice of Ownership" which must be filed with the Association upon any transfer or conveyance of any portion of the Property. The Association shall be entitled to rely on the correctness of any Notice of Ownership filed with it, and such notice may be used for all Assessment notices and any other notices to be given by the Association. The failure of a

Member to provide the Association with an updated and current Notice of Ownership shall be considered a default under this Declaration and a waiver by said Member of receiving any such notices. If the filed Notice of Ownership is not accurate and the Association undertakes the task of obtaining accurate information, the Association's reasonable and actual costs in obtaining the correct information shall be considered an additional assessment and lien against the applicable Site.

Multi-Family Residential Area. Shall mean that portion of the Property depicted as "*Multi Family Residential*" on Exhibit C, as such portion may be increased, decreased or reconfigured from time to time by Developer by amendment to this Declaration as more specifically provided in Section 12.3 of this Declaration.

Office/Institutional Area. Shall mean that portion of the Property depicted as "*Office/Institutional*" on Exhibit C hereto, as such portion may be increased, decreased or reconfigured from time to time by Developer by amendment to this Declaration as more specifically provided in Section 12.3 of this Declaration or by amendment to the PUD (hereinafter defined).

Official Records. The deed records or official public records for Wake County, North Carolina.

Park. Perimeter Park - Phase II.

Person. Any individual, corporation, partnership, joint venture, association, trust, limited liability company, unincorporated organization or any other form of entity.

PUD. The Perimeter Park Phase II Planned Unit Development adopted by the Town of Morrisville Ordinance No. 03-06, as amended from time to time.

Restrictions. The covenants, conditions, restrictions and reservations created or imposed by this Declaration.

Roadway Landscape Area. Those portions of the Property located twenty feet (20') from the back of curb from any public right-of-way (excepting therefrom that property fronting Chapel Hill Road).

Site. Shall mean a tract of land within the Park, the size, boundaries and dimensions of which are established by (i) the legal description of such tract contained in the recorded instrument conveying title from Developer to the first fee owner of such tract subsequent to Developer; or (ii) the legal description of such tract contained in an instrument in writing executed, acknowledged and recorded by Developer, which designates a tract of land as a Site for purposes of this Declaration. If two or more contiguous Sites, as defined above, are acquired by the same owner in fee, such commonly owned contiguous Sites may, at the option of said owner and subject to the approval of Developer, be combined and treated as a single Site for purposes of this Declaration.

State. The state or commonwealth in which the Property is located. If the Property is located in more than one State, "State" shall refer to all States in which a portion of the Property is located unless the text is specific to the contrary.

Zoning Ordinance. The zoning resolution of Town of Morrisville, North Carolina, as amended from time to time.

ARTICLE II  
PURPOSE AND ADDITIONAL PROPERTY

2.1 Purpose. The Property is hereby made subject to the covenants, conditions, restrictions, reservations and easements contained in this Declaration, all of which shall be deemed to run with the Property and with each and every Site within the Property, and shall burden and bind the Property for the duration hereof, in order to insure proper use and appropriate development, maintenance and improvements of the Property; to prevent the erection within the Property of improvements constructed of improper or unsuitable materials, quality or methods of construction; to encourage the construction of attractive and harmoniously designed improvements within the Property which provide a high quality, first class industrial business park development; to protect the present and future value of the Property; and to generally promote the welfare and safety of the Members.

2.2 Option to Submit Additional Property.

(a) Developer hereby reserves unto itself the option, which may be exercised in its sole discretion at any time and from time to time, to submit, or cause to be submitted, the Additional Property, or any portion or portions thereof, to the covenants and restrictions of this Declaration and thereby to cause the Additional Property, or such portion or portions thereof so submitted, to become a part of the Park. This option may be exercised by Developer at any time and from time to time until such time as Developer's status as a Class B Member terminates as provided herein. In the event Developer elects not to submit or subject the Additional Property, or any portion or portions thereof, to this Declaration, Developer shall not be obligated to impose, or cause to be imposed, any covenants or restrictions on such Additional Property, or any portion or portions thereof.

(b) The Additional Property, or such portion or portions thereof as may be submitted to this Declaration from time to time in the manner prescribed herein, shall be submitted to this Declaration by filing for record by Developer and any such owner of the Additional Property, or such portion or portions thereof as may be submitted to this Declaration, a supplementary declaration of covenants and restrictions with respect to the Additional Property, or the portion or portions thereof, to be submitted to this Declaration, which supplementary declaration shall extend the covenants and restrictions of this Declaration to the Additional Property, or the portion or portions thereof so submitted. Such supplementary declarations may contain such complementary modifications of the covenants and restrictions contained in this Declaration and such other complementary additional provisions as may be necessary to reflect the different character, if any, of the Additional Property. In no event, however, shall such supplementary declarations revoke, modify or add to the covenants and restrictions hereby made applicable to the Property unless specifically set forth therein and otherwise permitted elsewhere in this Declaration. Upon filing such supplementary declaration, the owner or owners of the Additional Property, or such portion or portions thereof affected thereby, shall become members of the Association and such owners, and their successors in title, shall thereby acquire the rights and privileges granted herein to Members of the Association.

ARTICLE III  
COMMON AREA

3.1 Property Rights in the Common Area. Legal title in and to the Common Area (or if such Common Area is created or exists by virtue of a grant or reservation of easement, then the easement right and the benefit of use in and to such Common Area) shall be vested in the Developer and the benefit, use and enjoyment of the Common Area shall be determined and controlled by the Developer until the

Association is formed, at which time such determination and control shall vest in the Association. Developer shall have the right at any time and from time to time to convey to the Association portions of the property owned by the Developer (either in fee, by easement, by license or otherwise, pursuant to any instrument or plat recorded in the Official Records), which conveyances shall be by quitclaim deed and subject to all matters of record. Each such portion of the Property, upon conveyance by Developer to the Association, shall become Common Area. Developer or the Association shall have the right, at any time, to dedicate or transfer all or any part of the Common Area to any public agency or authority for such purposes and subject to such conditions as Developer or the Association, as applicable, may determine to be necessary or appropriate. Developer or the Association shall further have the right to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it shall deem necessary for the proper service and maintenance of the Common Area or other portions of the Park; provided that if any such easements or rights-of-way are to be located within the boundary lines of a Site, Developer or the Association, as applicable, shall, to the extent reasonably possible, attempt to limit the location thereof to set back areas and to other areas which will not materially and adversely affect the development and use of such Site.

3.2 Common Use. Each Member and each Member's agents, invitees, guests or employees shall have the right, in common with all other Members, to use the Common Area for unobstructed ingress to and egress from any Site owned by such Member.

#### ARTICLE IV GENERAL COVENANTS AND RESTRICTIONS

##### 4.1 Permitted Uses.

(a) Sites within the Commercial Area shall be used only for residential multi-family use for rent (i) approved by Developer, (ii) allowed under the PUD, and (iii) permitted under the Office and Institutional District and General Business District of the Zoning Ordinance.

(b) Sites within the Multi-Family Residential Area shall be used only for uses (i) allowed under the PUD, (ii) permitted under the Residential Multi-Family District of the Zoning Ordinance, and (iii) residential multi-family use for rent, as opposed to for sale.

(c) Sites within the Office/Institutional Area shall be used only for uses (i) approved by Developer, (ii) allowed under the PUD, and (iii) permitted under the Office and Institutional District of the Zoning Ordinance.

(d) The Board, may, in its discretion, approve in writing other commercial uses on Sites within the Property which the Board feels are compatible with and ancillary to the permitted uses, including, but not limited to, banks, hotels, restaurants and clubs, subject to such restrictions and conditions as the Board may, in its sole discretion, impose to insure compatibility with the permitted uses.

(e) No Site or Improvements thereon shall be used for a Prohibited Use, which, for purposes hereof, shall mean:

(i) junk or salvage yards; unscreened outside storage of materials or supplies; trailer carts; labor camps; distillation of bones; dumping, disposal, incineration or reduction of garbage; dead animals or refuse; fat rendering; stockyard or slaughter of animals; smelting of

iron, tin, zinc or other ores; refining of petroleum or of its products; cemeteries or mausoleums; jail, penal, detention or correction farms; gasoline service stations; temporary or portable sawmill; Community Fair; noncommercial club or lodge; privately operated sanitary landfill, sewage or treatment plant; boarding and breeding kennels; temporary religious meetings; funeral home; sanatorium, convalescent, rest or retirement home; adult bookstore or other establishment engaged in the business of selling, exhibiting or delivering pornographic or obscene materials; a so-called "head shop"; game room or arcade; off-track betting parlor; pawn shop; flea market; recycling facility; auditorium; sports or other entertainment viewing facility; dance hall or night club; billiard parlor; bars and lounges; or use of firearms;

(ii) unless approved in advance by the Design Review Committee, commercial or other advertising, or television or other transmission tower;

(iii) any use which, in the ordinary course of business, creates an actionable nuisance to, or trespass against, any adjoining Site, its owners, lessees or sublessees;

(iv) any use which would create a substantial likelihood of waste to any Site or Common Area;

(v) any dangerous or unsafe use such as, for illustration purposes only, the use or storage of explosives; or

(vi) any use which involves the generation, treatment, storage or disposal of Hazardous Substances in violation of applicable law, or which poses a substantial risk of release of any Hazardous Substances into the ground, air, surface water, ground water or any other medium. The term "Hazardous Substances" as used herein means any hazardous or toxic substance or waste as those terms are defined by any applicable federal, state or local law or regulation including, without limitation, the Comprehensive Environmental Recovery Compensation and Liability Act, 42 U.S.C. § 9601 et seq. ("CERCLA") and the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. ("RCRA"), and asbestos, petroleum products and oil and any other materials regulated by environmental laws. Notwithstanding anything to the contrary contained herein, a Prohibited Use shall include any use or activity on any Site which would cause the Property or any portion thereof to become subject to regulation as a hazardous waste disposal facility under RCRA or the regulations promulgated thereunder or any equivalent State law.

(c) Without the prior approval of the Design Review Committee, which approval shall not be unreasonably withheld, no previously approved Improvements shall be used for any purpose other than that for which it was originally approved.

4.2 Animals. With the exception of the Multi-Family Residential Area, no animals shall be kept or maintained on any Site without the express written consent of the Design Review Committee.

4.3 Temporary Structures. No temporary building, trailer, garage, or building under construction, or other temporary Improvements shall be occupied or located, for any purpose, on any Site; provided, however, with the prior written consent of the Design Review Committee, which consent shall not be unreasonably withheld, a temporary "construction trailer" shall be allowed on a Site and occupied during a period of construction upon said Site.

4.4 Approvals, Waivers and Variances. It is the intent of this Declaration that the regulation of Sites within the Property as set forth in this Article IV be strictly adhered to by all Members. Notwithstanding that intent, it is recognized that particular circumstances may from time to time and on a case-by-case basis necessitate the waiving or varying of certain of the requirements set out in this Article IV. Therefore, for good cause shown, the Design Review Committee may, in its sole discretion, waive or vary the requirements and standards set forth in this Article IV on a case-by-case basis so long as such waiver or variance does not violate the overall scheme and intent of this Article IV. Any waiver or variance, when granted by the Design Review Committee, shall be final and binding upon all Members. The granting of a waiver or variance to one Member shall not automatically entitle another Member to the same waiver or variance, it being understood that each request for a waiver or variance shall be treated on its own merits. Further, the granting of a waiver or variance to a Member shall not automatically entitle that Member to any subsequent or additional waiver or variance. All approvals, waivers and variances by the Design Review Committee shall be in writing and signed by at least two (2) members of the Design Review Committee and, if requested by the applicant, shall be in recordable form. No approval, waiver or variance in any other form shall be binding on the Design Review Committee or Developer.

4.5 Zoning. No Member shall seek to rezone its Site or seek to modify or amend in any respect the zoning applicable to its Site without the prior written approval of the Design Review Committee. Developer and DCLP reserve the right to rezone the Property and the DCLP Property then owned by Developer and DCLP respectively, or have the existing zoning applicable to the Property or the DCLP Property then owned by the Developer or DCLP modified or amended without the consent of the other Members but subject to the other terms, conditions and restrictions of this Declaration.

4.6 Initial Construction Period and Developer's Right of Reentry. If a Member fails to commence construction of a building on its unimproved Site within one (1) year from the date of the Deed conveying the Site from Developer, then Developer, its successors and assigns, at any time thereafter shall have the continuing right to repurchase the Site by giving the Member written notice of its election to repurchase ("Repurchase Notice"), at a repurchase price equal to the price paid by the Member to Developer when the Site was purchased by the Member from Developer. On the date which is thirty (30) days from and after the date of the Repurchase Notice ("Repurchase Date"), Developer shall pay to the Member the repurchase price in cash and the Member shall reconvey the Site to Developer by delivery of a limited warranty deed duly executed and acknowledged by the Member in recordable form, conveying good and indefeasible fee simple title to the Site to Developer, containing no exceptions to title other than the exceptions contained in the original Deed from Developer. In addition, at the Member's expense, the Member shall deliver to Developer an ALTA Form B Owner's Title Insurance Policy in the amount of the repurchase price insuring fee simple, indefeasible title to the Site to Developer, containing no exceptions to title other than those contained in the original title policy delivered from Developer to the Member when the Site was purchased from Developer by the original Member. Ad valorem taxes and general assessments against the Site for the calendar year in which the repurchase occurs shall be prorated on and as of the Repurchase Date. The Member and Developer covenant and agree to execute and deliver to each other such additional documents as may be reasonably necessary to consummate the reconveyance of the Site to Developer. The right of Developer to repurchase the Site shall be binding upon the original Member and the Member's successors and assigns, and shall be considered a covenant running with the Site. If the Member fails to reconvey the Site to Developer as provided for in this Section, Developer shall have the right to any and all remedies at law or equity, including the right to specifically enforce the conveyance of the Site to Developer and shall be entitled to recover reasonable attorneys' fees and court costs incurred in connection with enforcement of its rights under this Section. Notwithstanding the foregoing, Developer agrees to subordinate the option reserved by it as set forth in this Section 4.6 to the lien and security title of any Deed of Trust placed on

such Site if, and only if (a) the indebtedness secured by such Deed of Trust does not exceed the purchase price theretofore paid by the Member to Developer for such Site, (b) the promissory note evidencing the indebtedness secured by the Deed of Trust expressly permits prepayment of the indebtedness evidenced thereby without penalty or notice, and (c) the holder of the Deed of Trust and the promissory note evidencing the indebtedness secured thereby expressly in writing agrees that, if Developer exercises its option reserved in this Section 4.6, said holder will accept payment by Developer, or its assignee of the option herein contained, of the principal balance and accrued interest evidenced by said promissory note and immediately upon receipt thereof release its lien and security title in and to said Site.

4.7 Completion of Construction and Site Work. Once commenced, all construction of Improvements shall be diligently pursued to completion. Such construction of Improvements may not be left in a partly finished condition any longer than is reasonably necessary. In the event construction of Improvements (other than landscaping, which Developer acknowledges is subject to weather conditions, in which event the Member can request that the Design Review Committee issue an extension for completion of the landscaping) is commenced upon any Site and is subsequently interrupted for a period exceeding nine (9) months, the Member owning said Site shall promptly remove the partially completed Improvements and restore the Site to the condition in which it existed prior to commencement of construction. In the event of violation of the provisions of this Section 4.7, Developer or its agents or employees or the Association shall have the right to go upon any such Site, without liability or trespass therefor and, at the Member's expense, to remove said partially completed improvements and restore the Site to its prior condition; the cost of such work shall be promptly paid by such Member upon receipt of a statement therefor, and, until paid in full, such cost shall be a lien upon the Site involved, enforceable in accordance with the provisions of this Declaration.

4.8 Accumulation of Refuse. Without the consent of the Design Review Committee, no articles, goods, bulk materials, incinerators, storage tanks, lumber or metals shall be kept, stored, or allowed to accumulate on any Site, except building materials during the course of construction of any approved Improvements. Moreover, no outside storage of any type shall be allowed on any Site without the prior written consent of the Design Review Committee. No refuse or trash shall be kept, stored, or allowed to accumulate, except if trash or other refuse is to be disposed of by being stored in receptacles pending its being picked up and removed from a Site. Any trash or refuse being held for removal from a Site shall be stored in appropriate containers at a place and in a manner so that the container or receptacles, as nearly as practicable, are not visible from adjacent and surrounding Sites. The Design Review Committee, in its sole and absolute discretion, may adopt and promulgate reasonable rules and regulations relating to the type and appearance of permitted trash receptacles, the screening thereof by fences or otherwise, and the manner of storage of permitted trash receptacles on the Property, provided that said rules and regulations do not conflict with the terms of this Declaration.

4.9 Site Work. In the event any Member deposits or removes any dirt or fill on or from any Site or the Common Area in accordance with the terms hereof, or cuts or fills any Site or the Common Area or otherwise engages in any excavation work on any Site or the Common Area, that Member shall do so only in accordance with plans previously approved by the Design Review Committee and the Member shall slope the same to grade in accordance with the terms of the plans approved by the Design Review Committee and take such measures as are reasonably necessary to control erosion which would result from the cuts or fills.

4.10 Landscaping.

(a) In the event any Member desires to install landscaping on any portion of such Member's Site(s), or desires to materially alter the landscaping already installed on said Site(s), that Member shall

do so only in accordance with landscaping plans previously approved by the Design Review Committee pursuant to the procedures outlined in Article VIII hereof.

(b) On those portions of a Site held for future development, if any, the Member owning (or leasing or subleasing, as the case may be) such Site must install grass or ground cover approved by the Design Review Committee over the entire area.

4.11 Pipes. Except with prior written permission from the Design Review Committee, no water, gas, sewer or drainage pipe shall be installed or maintained on any Site above the surface of the ground, except garden type hoses and movable pipes used for irrigation purposes.

4.12 Aboveground Utilities. Except for above-ground utilities installed along or near the perimeter of the Property approved by the Design Review Committee, no Member shall erect or grant to any Person the right, license or privilege to erect or use, or permit the use of, overhead wires, poles, or overhead facilities of any kind for electrical or telephone service on any Site, without first obtaining the prior written consent of the Design Review Committee. Nothing herein shall be construed to prohibit overhead street lighting or ornamental lawn lighting, where serviced by underground wires or cables. Moreover, all public utilities such as electric power lines, telephone lines, water lines, sewer lines, gas mains, drainage pipes, etc., shall be installed underground within already cleared areas such as road rights-of-way and driveways which serve the Property.

4.13 Connection Points For Utility Service Lines. Each Member agrees to connect utility service lines (including, but not limited to, gas, water, sewer, and electricity) at points designated by the Design Review Committee.

4.14 Parking. Each Member shall use its best efforts to insure that its guests and/or invitees utilize the parking areas provided on the Site of said Member. No parking will be permitted in any public or private right of way in the Park. Each Member shall provide adequate off-street parking facilities so as to eliminate any need for vehicle parking on public streets adjoining the Property, on public or private streets within the Property, or on any other Site (except in cases where parking on abutting lots is specifically authorized in writing by the Design Review Committee). All such off-street parking shall be in compliance in all respects with all applicable zoning ordinances, as from time to time amended. The location and adequacy of all parking areas shall be approved by the Design Review Committee in connection with its review of submitted site plans, taking into account, without limitation, the intended use of the Site and its suitability for other uses. If a Member or any of its tenants, guests, customers or invitees fail to comply with the requirements of this Section 4.14, the Association will have the unqualified right to enforce all such requirements by any lawful means. Without limiting the foregoing, the Association shall have the right to seek injunctive relief, to restrain and prevent any violation of the provisions of this Section 4.14, and to enforce the prohibition against parking along public or private rights of way in the Park by towing any vehicle which is parked on a public or private right of way in violation of this Section 4.14. Any such towing will be at the expense of the owner of the towed vehicle and at the sole risk of such owner.

ARTICLE V  
COVENANTS FOR MAINTENANCE

5.1 Maintenance.

(a) Each Member of a Site, at its sole cost and expense, shall keep such Site, including the Improvements, and including any area between the property line of that Site and any adjacent street curbs in a safe, clean, neat and attractive condition at all times and shall comply with all governmental health, fire and safety statutes, ordinances, regulations or requirements applicable from time to time to the Site and Improvements thereon. Each Member's obligations include, but shall in no way be limited to, the following:

(i) All rubbish, trash and other waste shall be stored in clean and sanitary solid waste receptacles and shall be removed promptly from the Site prior to its accumulation.

(ii) All exterior lighting and mechanical facilities shall be kept in good working order.

(iii) All parking areas shall be striped and all parking areas, driveways and roads shall be kept in good repair and swept to the extent necessary to keep such areas clean and clear of debris.

(iv) All exteriors to any Improvements shall be kept in good repair, including replacements, if necessary, and the exterior of all Improvements shall be repainted as reasonably needed.

(v) All lawn areas shall be timely mowed and edged at least once a week during the growing season of March through October and as needed to keep an even, well-groomed appearance during the months of November through February. Lawn areas shall be watered and fertilized at such times and in such quantities as required to keep the grass alive and attractive and shall be kept free of weeds.

(vi) All trees, plants and ground cover shall be timely and properly trimmed (including the removal of deadwood) according to their plant culture and the landscape design and shall be watered and fertilized at such times and in such quantities as are required to keep them alive and attractive. Any dead tree, shrub, plant or ground cover shall be removed and replaced immediately. All bed areas shall be kept free of weeds and cultivated periodically, as needed.

The provision of this Section 5.1 shall apply to any landscaping by any Member in any portion of a Site situated in the Common Area which the Member is required to maintain pursuant to the express terms hereof.

(b) If, in the reasonable opinion of the Association, any Member fails to properly maintain and preserve all Sites owned (or leased or subleased, as the case may be) by such Member in accordance with Section 5.1(a) hereof, the Association may give written notice thereof to such Member (the "Violating Member"). The Violating Member shall have fifteen (15) days to cure such violation, or to commence to cure and thereafter diligently pursue said cure to completion if the violation cannot be cured within said fifteen (15) day period. If the Violating Member fails to so cure said violation within

the cure period to the reasonable satisfaction of the Association, the Association shall have the right, through its agents and employees, and a non-exclusive easement, to enter upon the Site in question, with or without process of law and without liability or trespass therefor, and repair, maintain, repaint and restore such Site, such improvements or such landscaping thereon, in such a manner as the Association shall deem sufficient, and the cost thereof shall be a binding, personal obligation of the Violating Member secured by a lien against the Site and all improvements located thereon, enforceable in accordance with the applicable provisions of this Declaration.

(c) Nothing contained herein shall be deemed to impose upon any Member the obligation to maintain and repair any of the items which are the obligations of the Association as provided in Article VI below.

## ARTICLE VI DUTIES OF ASSOCIATION

6.1 Association Obligations and Use of Funds. The Association shall apply all funds received by it from all sources, including funds received pursuant to the provisions hereof, reasonably for the benefit of the Property. Without limiting its right to utilize such funds in any manner which the Board reasonably determines to be in the best interest and reasonably for the benefit of the Property subject to and in accordance with the provisions of this Declaration, it shall be deemed, for the purposes hereof, to be for the benefit of the Property if funds are expended in connection with the performance of the following obligations, the responsibility for which is hereby assumed by the Association:

(i) the maintenance, repair, replacement, and operation of all storm sewer systems located within the Common Area;

(ii) the operation, maintenance, replacement and repair of all water irrigation systems benefiting and/or utilized by the Common Area, right-of-ways including, but not limited to, any charges for electricity or water in connection with such irrigation;

(iii) the maintenance, repair and replacement of all signs, fountains, water features, flags and flagpoles, directories and any other or similar entrance features, and any directional, traffic, or informational signs not relating to any individual Site;

(iv) the maintenance, repair, replacement and utility costs for any detention ponds which constitute a part of the Common Area, including, but not limited to, any costs associated with the removal of sedimentation, fallen objects, debris and trash; mowing; outlet cleaning; fountain maintenance; repair of drainage structures; pumping and lighting of these areas;

(v) the maintenance and replacement of all landscaping located within (a) any Common Area, including any pedestrian trails, or (b) the Roadway Landscape Area, including, without limitation all trees, grass, flowers, shrubbery and other landscaping, and the mowing, pruning, and general maintenance thereof; it being expressly provided, however, that this provision shall in no way obligate the Association to maintain landscaping on any individual Site;

(vi) the maintenance, repair, replacement or installation costs for any traffic signals in the event the Association should elect to install such signals or if a governing body requires the installation of such signals by any Member.

(vii) the preparation and delivery of all reports (including the annual accounting report to its Members), notices and other information to Members or other Persons and the retention and payment of and for professional personnel or services, including attorneys, engineers, architects or accountants, which the Board deems necessary or desirable in connection therewith;

(viii) the payment of all expenses for utilities utilized in any way in connection with the Common Area including, but not limited to, water, gas and electricity;

(x) the conduct of such audits and inspections of the records of the Association as the Association may deem necessary or prudent from time to time;

(xi) the payment of all taxes, assessments, and insurance for or allocated to the Common Area;

(xii) the payment of a management fee to a manager engaged by the Association;

(xiii) the purchase, installation, maintenance and storage of seasonal decorations or other items that enhance the physical appearance of the Property; and

(xiv) the establishment of such reserves as the Associate may deem necessary or prudent from time to time, to cover future expenses of the Association.

6.2 Limitation of Obligation. The Association shall in no way be liable for maintenance, landscaping or other expenses whatsoever, with regard to any Site or any easement or Improvements thereon, except to the extent that any portion of such Site is designated as a Common Area.

6.3 Authority of the Association to Contract. The Association shall be entitled to contract, subject to this Section 6.3, with any Person for the performance of the various undertakings of the Association specified in Section 6.1 hereof, and the performance by such Person shall be deemed to be the performance of the Association required hereunder. In the event, however, that the Association contracts with a Person who is also a Member, or a subsidiary, division, or affiliate of a Member, then the Association shall be entitled to contract with such Person only if the rate charged by such Person is comparable to rates charged by other Persons of similar skill, expertise and experience not so related to a Member.

6.4 Authority of the Association to Borrow Money. The Association shall be entitled to borrow money to perform the obligations set forth in Section 6.1 hereof, or for such other purpose as the Board may reasonably determine, but only after receiving the affirmative written approval of seventy-five percent (75%) of both the Class A and Class B Members; provided, however, that no such loan shall be secured by any portion of the Common Area unless one hundred percent (100%) of both the Class A and Class B Members shall have first approved the granting of such lien in writing. Payments on such obligations shall be made no less than on a quarterly basis and such payments shall be included within the Annual Charge.

6.5 Authority of the Association to make Capital Expenditures. The Association shall be entitled to make capital expenditures for the purposes specified in Section 5.1 hereof, without regard to whether the expenditures shall directly benefit any particular Member of the Association. The cost of such capital expenditures shall be included within the Annual Charge.

ARTICLE VII  
GENERAL EASEMENTS

7.1 Drainage.

(a) Developer hereby reserves easements over each Site, for the benefit of every other Site, for drainage of surface water and for altering drainage and water flow wherever and whenever reasonably necessary in order to maintain reasonable standards of health, safety and appearance; provided, however, that following completion of the construction of the initial principal Improvements for such Site in accordance with the approved plans therefor, said drainage easement shall be deemed to be limited to (i) the drainage lines and related facilities installed in, on and under the Site and (ii) that portion of the surface of the Site necessary for surface drainage into said drainage lines and related facilities. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health and appearance on the Property. The provisions hereof shall not apply to the Multi-Family Residential Area. The provisions hereof shall not be construed to impose any obligation upon Developer to create any specific drainways upon the Property.

(b) Except with prior written permission from the Design Review Committee, drainage flow shall not be obstructed nor diverted from drainage sewers, storm sewers and/or utility easements as designated herein or as hereinafter established by plat or otherwise. The areas reserved for storm water detention by plat or otherwise shall serve such purposes for all Sites comprising the Property. In the event that drainage flow shall become obstructed on any Site, which obstruction shall create an emergency situation on an adjacent Site, the Member owning (or leasing or subleasing, as the case may be) such adjacent Site shall have a non-exclusive easement to enter upon the Site that contains such obstruction and clear such obstruction.

7.2 Landscape and Access Easements. Developer hereby grants the Association and reserves unto itself, unrestricted access over and across any Site for the purposes of maintenance and landscaping of any portion of the Property which the Association and/or Developer is required or permitted to maintain and/or landscape hereunder, which easement in favor of the Association being perpetual, and which easement in favor of Developer remaining in effect until there is no longer a Class B Member.

7.3 Monument and Entrance. Developer or the Association may construct and maintain monument signs stating the name of the Park, Developer and any additional information deemed appropriate by Developer or the Association and/or landscaping immediately surrounding such monument sign(s) on any portion of the Property comprising a portion of the Common Area. Developer hereby grants to the Association and reserves unto itself a perpetual, non-exclusive easement over and across the Sites adjacent to such parcels as may be reasonably necessary for the purposes of construction, maintenance and landscaping of any monument signs on such portions of the Property.

7.4 Ingress, Egress and Maintenance Easements. Developer hereby grants the Association and reserves unto itself, unrestricted access over and across any Site for the purposes of maintaining, repairing and restoring any portion of the Common Area and any improvements located therein which the Association and/or Developer is required or permitted to maintain, repair and/or restore hereunder, which easement in favor of the Association being perpetual, and which easement in favor of Developer remaining in effect until there is no longer a Class B Member.

### 7.5 Utility and Slope Easements.

(a) Developer hereby grants to the Association and reserves unto itself, for the benefit of the Property, a perpetual easement and right on, over and under a strip of land (i) fifteen feet (15') in width along the boundary lines of each Site which abuts a street right-of-way, (ii) twenty feet (20') in width along the boundary lines of each Site which does not abut another Site or a street right-of-way, and (iii) ten feet (10') in width along all other boundary lines of each Site. Such easement areas shall be for the purpose of providing access for fire control and for the construction, installation, maintenance, repair and replacement of lines, wires, poles, pipes, and related necessary or appropriate facilities for telephone, gas, sewer, water, electricity, and other public or private utility service, together with a temporary nonexclusive easement over and across such portions of each Site adjacent to the aforesaid easement areas as may be necessary or appropriate for access to said easement area and/or the construction, installation, maintenance, repair and replacement of such utilities; provided that with respect to any such easement area which abuts a street right-of-way, such easement area may also be used for the purposes of the installation and maintenance of landscaping, streetlights and permanent building identification signage. This reservation of right and easement expressly includes the right to cut and remove any trees, bushes or shrubbery, to excavate, remove, and relocate any soil, to remove and replace driveways, curbing and paved areas and to take any other similar action reasonably necessary for the construction, installation, maintenance, and repair of such utilities or other improvements; provided, however, that the area in which any such action occurs shall be restored to good condition. In the event that two or more adjoining Sites are owned by the same Member, and said Member submits to the Design Review Committee plans for construction of a structure across the property lines common to the Sites owned by said Member which are approved by the Design Review Committee, Developer shall release the easements along said common property line(s) reserved under this Section 7.5.

(b) If it becomes clear that additional utility, drainage or other easements, whether or not contemplated or mentioned in this Declaration, between or across portions of the Property are reasonably necessary and desirable to effectuate the purposes of this Declaration, then, upon request of Developer, or the Association, and provided such proposed additional easements will not unreasonably interfere with the development, use and occupancy of any Site, unreasonably affect access to, or operation of, any Site, or materially increase the operating cost of any such Site, each Member agrees to grant such additional easements across its Site, without charge therefor, subject to such reasonable terms and conditions as shall be agreed upon between Developer or the Association and such Member. Any such new easement or easements shall be signed by Developer or the Association and all Members of portions of the Property which comprise the land within any such new easement areas and shall be recorded in the Official Records.

7.6 Maintenance and Interference. The Association and/or Developer, as the case may be, hereby agree(s) to use their (its) good faith efforts to minimize interference with Members or their guests, invitees and/or employees in connection with the Association's and/or Developer's use of the easements described in this Article VII.

## ARTICLE VIII DESIGN REVIEW COMMITTEE

8.1 Design Review Committee. A design review committee (the "Design Review Committee") is hereby established for the purposes set forth in this Declaration and shall be composed of

three (3) or more individuals designated from time to time by Developer, so long as there shall be a Class B membership in the Association, and thereafter by the Board. The Design Review Committee shall be a committee of the Board and shall be formed pursuant to the terms hereof and the provisions of the Bylaws. The affirmative vote of a majority of the membership of the Design Review Committee shall be required in order to take any action required of the Design Review Committee pursuant to this Declaration. The decision of a majority of the members of the Design Review Committee with respect to any matter before it shall be deemed conclusive and binding on the Association and the party(ies) bringing the matter before the Design Review Committee. The Design Review Committee, in its sole and absolute discretion, may adopt and promulgate reasonable rules and regulations relating to the matters brought before it for approval pursuant to the terms hereof. Said rules and regulations, upon their adoption, shall automatically apply to any matter brought before the Design Review Committee for review after the date of adoption of said rules and regulations, provided that said rules and regulations do not conflict with the terms of this Declaration.

8.2 Function of the Design Review Committee. The Design Review Committee shall have the sole authority and responsibility to approve and regulate the design and construction of all Improvements within the Property so as to assure compliance with the intent and purpose of this Declaration. The Design Review Committee has adopted detailed standards, guidelines and application procedures (the "Development Guidelines") to (among other things) govern the design and construction of all Improvements, building setback lines, parking requirements, requirements with respect to loading and receiving areas, outside storage, solid waste removal, landscaping, signage, utility connections, drainage, on-site detention facilities, exterior illumination and maintenance. The Design Review Committee shall have the power to amend, modify, supplement and replace the Development Guidelines; provided, however, no such amendment, modification, supplement or replacement of the Development Guidelines shall apply to plans and specifications for Improvements previously approved by the Design Review Committee or operate to revoke or modify any approval of plans and specifications for Improvements previously given by the Design Review Committee.

8.3 Approval Required.

(a) No Improvements shall be constructed, erected, placed upon, moved to or permitted to remain on any Site, nor shall any existing Improvements upon any Site be altered in any way that materially changes the exterior appearance thereof, unless plans and specifications therefor shall have been submitted to and approved in writing by the Design Review Committee in accordance with the procedures set forth in the Development Guidelines. The Design Review Committee shall have the right, without liability to any Member, and is hereby granted an irrevocable license, to enter on such Member's Site during construction of the Improvements by such Member, to determine if such construction complies with this Declaration. In addition to any other remedy provided for in this Declaration, Developer may bring suit to enjoin the commencement or continuation of construction of any Improvement for which the Design Review Committee has not previously approved plans and specifications and may also bring suit to enjoin the continuance of construction of any Improvement that is not being constructed substantially in accordance with plans and specifications.

(b) Signs. No sign or other advertising device of any nature shall be placed upon the Property except as provided herein. The Design Review Committee, in its sole and absolute discretion, may adopt and promulgate reasonable rules and regulations relating to the usage or standardization of signs throughout the Property, which, upon their adoption, shall automatically apply to all Sites, provided that said rules and regulations do not conflict with the terms of this Declaration. Unless modified or otherwise altered by the rules and regulations of the Design Review Committee, signs and other advertising devices may be erected and maintained upon any portion of the Property if approved, or

deemed to be approved under Article VIII, by the Design Review Committee, as to color, location, nature, number, size and other characteristics of such signs or devices.

(c) The Design Review Committee shall approve or disapprove any requests within thirty (30) days after receipt of said written request. If the Design Review Committee fails to respond to a request within said thirty (30)-day period, the requesting Member may give written notice thereof to the Design Review Committee (a "Second Notice"), and if the Design Review Committee fails to respond within ten (10) days after receipt of a Second Notice, the Design Review Committee shall be deemed to have approved said request. In any case where the Design Review Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Design Review Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

(d) The Design Review Committee may disapprove plans and specifications for any reasonable cause, including, but not limited to, the following:

- (i) the style of the Improvement to be located upon the Site is not consistent with other Improvements on the Property;
- (ii) the size of the Improvement, including square footage and elevation, is not consistent with other Improvements on the Property;
- (iii) the materials to be used in such construction, and their harmony with existing Improvements once incorporated into the proposed Improvement;
- (iv) the availability of parking upon and access to the Improvements;
- (v) the proposed signage, lighting and landscaping upon the Site; and
- (vi) the purpose for which the proposed Improvements were to be constructed.

8.4 Certification of Design Review Committee. Upon written request by a Member, the Design Review Committee shall, within thirty (30) days, issue and furnish to such Member a written certification stating, as the case may be, that (i) any Improvements upon any Site has been (or has not been, as the case may be) approved pursuant to this Article VIII, and (ii) the Design Review Committee has no knowledge of any violation of any regulations or rules of the Design Review Committee or this Declaration or, if there is a violation, an explanation of such violation. If the Design Review Committee fails to respond to a request within said thirty (30)-day period, the requesting Member may give written notice thereof to the Design Review Committee (a "Second Notice"), and if the Design Review Committee fails to respond within ten (10) days after receipt of a Second Notice, the Design Review Committee shall be deemed to have certified that there are no violations. The Design Review Committee may make a reasonable charge for the issuance of such certificates, which must be paid at the time the request for such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive with regard to any matter therein stated as between the Design Review Committee and any bona fide purchaser or lessee of, or lender on, the Site in question.

ARTICLE IX  
MEMBERSHIP AND VOTING RIGHTS

9.1 General. The structure of the Association is set forth in greater detail in its corporate documents. Every owner of a Site shall, by virtue of such ownership, be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, the ownership of any Site. Notwithstanding the foregoing, any Member may (a) assign the membership rights of such Member in the Association to any lessee of the Site owned by such Member under a lease with an original term of at least fifteen (15) years, and (b) collaterally assign the membership rights of such Member in the Association to any lender with a security interest in the Site; provided, however, that (i) each such assignment shall be evidenced by an appropriate written instrument recorded in the Official Records, (ii) a copy of each such assignment shall be filed with the Association, and (iii) each such assignment shall be void upon the expiration or earlier termination of the lease or the security interest, as applicable. Such rights may be further assigned in the same manner to a sublessee or assignee of such entire Site holding under a duly recorded sublease (or short form memorandum thereof) or assignment.

9.2 Membership Voting. Each Member, regardless of class, shall have the right to vote on all matters to be decided by the membership, including, without limitation, the election of Directors, as further provided in the Bylaws.

9.3 Classes of Membership.

(a) Class A Members shall include all Persons owning one or more Sites other than those Persons who are Class B Members. The Class B Member cannot be a Class A Member so long as it retains its Class B membership.

(b) Class B Member shall mean the Developer, its successors from time to time in interest (but not successors in title to any Site) and its assigns; provided that no successor in title of Developer to any portion of the Property and no assignee of Developer may become the "Developer" under this Declaration unless such successor or assignee is expressly designated as such in a document signed by Developer which is recorded in the Official Records. The Class B Member shall become a Class A Member at such time, and for so long as, it owns any Site, or portion thereof, and its Class B Member status terminates as hereinafter provided. The Class B membership shall terminate and the then Class B Member owning any Site, or portion thereof, shall become a Class A Member at such time as (i) the Class B Member so designates in a writing delivered to the Association, (ii) the Class B Member no longer owns any portion of the Property, or (iii) on the date which is twenty (20) years following the date on which this Declaration is initially recorded in the Official Records, whichever shall first occur.

9.4 Voting Rights: Class B Member. The Class B Member shall have twice the number of votes that are, from time to time, cumulatively held by all Class A Members. Upon the termination and/or conversion of the Class B Member into a Class A Member, as provided in Section 9.3 above, said Member shall be entitled to vote as Class A Members in the manner specified in Section 9.5 below.

9.5 Voting Rights: Class A Members. Each Class A Member shall have one (1) vote for each acre (to the nearest one hundredth) of the Property owned by such Member. When more than one Person holds a fee ownership interest in a single Site, all such Persons shall be Members, provided that such jointly owned Sites shall be entitled to only those votes that the owner of the Site would be entitled to were such owner an individual Person. In the event of joint ownership of a Site, the votes for such Site

shall be exercised as a unit as the owners thereof shall determine, or, if no determination shall be made, as the owner designated in a written instrument to act on behalf of all of the owners for that Site shall specify in writing to the Association. In no event shall the Association be required to make any determination with respect to the casting of votes by joint owners. Failure of such joint owners to either (i) designate in writing which owner of the Site will act on behalf of all of the owners of such Site, or (ii) cast their vote(s) as a unit as provided in this Section 9.5, with respect to any matter before the membership of the Association shall be deemed an abstention as to such matters.

## ARTICLE X ASSESSMENTS

### 10.1 Annual Assessment.

(a) The Association shall determine the amount of each calendar year's annual assessment based on the financial needs for maintenance, operation, repair and replacement of Improvements to the Common Areas for that calendar year and the Association's determination shall be final and binding on all Members. The annual assessments shall be assessed, collected and administered by the Association and shall be used for the maintenance, operation, repair and replacement of Improvements to the Common Areas, including, but not limited to, the cost of water, lighting, cleaning, insurance, utility bills, labor, equipment, materials, management and the Association's actual administrative costs which administrative costs shall not exceed ten percent (10%) of all other such costs. After calculating the annual assessment, the Association shall assess against each Site a charge (the "Annual Charge") based on a uniform rate of assessment determined by dividing the acreage (to the nearest one hundredth) of each Site by a number which represents the total acreage of the Property (excluding, however, for purposes of this calculation, all portions of the Property, including each Site, which constitute Common Area, and the Property so reduced is the "Net Acreage"), and expressing the quotient so determined as a percentage (the "Assessment Percentage"). From and after the date hereof, the Net Acreage is subject to change as a result of increases or decreases in the area of the Common Area occurring as and when the Property, including each Site, is developed and/or as a result of the submission to this Declaration of all or any portion of the Additional Property. The Annual Charge for each Site shall be computed by multiplying the Assessment Percentage so determined for the Site by the annual assessment. Each Site shall be charged with, and subject to a lien for, the amount of the Annual Charge assessed against said Site. Notwithstanding anything to the contrary contained herein, so long as the Developer is a Class B Member, all unimproved Sites owned by Developer or DCLP (which, for purposes hereof, shall mean a Site without vertical improvements except in any Common Area on that Site) shall be (i) exempt from all assessments for the Annual Charge and any Special Assessment Charge (as defined in Section 10.2 below), and (ii) excluded from the calculation of Net Acreage.

(b) As soon as may be practical in each year, the Association shall send a written bill to each Member stating (i) the Board's estimate with respect to the annual assessment, (ii) the amount of the Annual Charge assessed against each such Member's Site stated in terms of the total sum due and owing as the Annual Charge, and (iii) that unless the Member shall pay the Annual Charge within thirty (30) days following the Member's receipt of the bill, payment of the Annual Charge shall be deemed delinquent and shall bear interest at a rate equal to the lesser of (A) the maximum rate of interest legally permissible as of the date of the Association's notice of the Annual Charge or (B) three (3) percentage points in excess of the then prevailing "prime rate" of interest as announced from time to time in *The Wall Street Journal* (in the section entitled "*Money Rates*") or some other responsible periodical of recognized authority as determined by the Board.

## 10.2 Special Assessment.

(a) In the event the annual assessment is inadequate, for any reason, the Board may, at any time, levy a further, reasonable and fair assessment (the "Special Assessment") against the Sites to cure such inadequacy. After calculating the Special Assessment, the Association shall assess against each Site a charge (the "Special Assessment Charge") by multiplying each Site's Assessment Percentage (as determined pursuant to Section 10.1 above) times the Special Assessment; provided, however, that the Association must obtain the approval of seventy-five percent (75%) of the Class A Member votes and seventy-five percent (75%) of the Class B Member votes for the assessment of any Special Assessment, the amount of any such Special Assessment and the use of any funds derived therefrom, if the proposed use thereof is not one of the uses authorized in Article VI.

(b) The Board shall send a written statement to each Member stating (i) the amount of the Special Assessment and the reasons therefor, and (ii) the amount of the Special Assessment Charge assessed against each such Member's Site stated in terms of the total sum due and owing as the Special Assessment Charge, and (iii) that unless the Member shall pay the Special Assessment Charge applicable to such Member's Site(s) within thirty (30) days following the Member's receipt of the statement, payment of the Special Assessment Charge shall be deemed delinquent and shall bear interest at a rate equal to the lesser of (A) the maximum rate of interest legally permissible as of the date of the Board's notice of the Special Assessment Charge or (B) three (3) percentage points in excess of the then prevailing "prime rate" of interest as announced from time to time in *The Wall Street Journal* (in the section entitled "*Money Rates*") or some other responsible periodical of recognized authority as determined by the Board.

## 10.3 Effect of Nonpayment of Assessments: Remedies of the Association.

(a) If any Member shall fail to pay, or cause to be paid, all of the Assessments within thirty (30) days following receipt of the respective statements referred to herein, the Association shall give written notice thereof to such Member. In the event the Member shall fail to pay any delinquent Assessments within thirty (30) days following receipt of the aforementioned written notice (thereby becoming a "Delinquent Member"), in addition to the right to sue the Delinquent Member for a personal judgment or take a deed in lieu of foreclosure, the Association shall have the right to foreclose (as described below) or otherwise enforce the lien hereinafter imposed to the same extent, and subject to the same procedure, as in the case of Deed of Trusts under applicable State law. The amount due by such Delinquent Member shall include the amount of all Assessments and the aforesaid interest thereon, plus the costs of proceedings initiated by the Association to enforce the terms and conditions of this Section 10.3 including, without limitation, reasonable attorneys' fees and expenses. The Association may be a purchaser at such sale and charge the same as a common expense. The Association may own, lease, encumber, exchange, sell or convey the Site.

(b) In the case of the original assignment or any subsequent reassignment of membership rights to a lessee or any sublessee or assignee of a lessee, notices hereunder shall be given to the original owner and to any such assignee of which the Association has been notified in writing. No such original assignment or subsequent reassignment shall relieve the assignor of any liability hereunder.

(c) No Member may waive or otherwise escape liability for any Assessment provided for herein by non-use of the Common Area or by abandonment or non-use of the Member's Site(s).

(d) A Delinquent Member shall not be permitted to participate or vote in any Association meeting.

(e) Payment of the Annual Charge or any Special Assessment Charge by a Member shall not prejudice, and shall not be deemed a waiver of, any right of such Member, at law or in equity, to contest the amount of such Annual Charge or Special Assessment Charge.

10.4 Certification of Payment. Upon written demand by a Member, the Association shall, within fifteen (15) days after receipt of such demand, issue and furnish to such Member a written certification stating, as the case may be, that: (i) all Assessments (including interest and costs, if any) have been paid with respect to any specified Site(s) as of the date of the certification or, if all Assessments have not been paid, setting forth the amount of any such Assessments (including interest and costs, if any) due and payable as of the date of certification; (ii) to the Association's knowledge, the Member is not in default hereunder or, if there is a default, an explanation of it; and (iii) other information reasonably requested by the Member which is readily obtainable by the Association. The Association may assess a reasonable charge for the issuance of the certificates, which amount must be paid at the time that the request for the certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive with regard to any matter therein stated as between the Association and any bona fide purchaser or lessee of, or lender on, the Site in question.

10.5 Savings Clause. All agreements between Member and the Association, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand or acceleration of the maturity hereof or otherwise, shall the interest contracted for, charged, received, paid or agreed to be paid to any Member exceed the maximum amount permissible under applicable law. If, from any circumstance whatsoever, interest would otherwise be payable to the Association in excess of the maximum lawful amount, the interest payable to the Member shall be reduced to the maximum amount permitted under applicable law; and if from any circumstance the Member shall ever receive anything of value deemed interest by applicable law in excess of the maximum lawful amount, an amount equal to any excessive interest shall be applied to the reduction of the principal hereof and not to the payment of interest, or if such excess interest exceeds the unpaid balance of the principal hereof, such excess shall be refunded to the Member. All interest paid or agreed to be paid to the Association shall, to the extent permitted by applicable law, be amortized, prorated, or allocated, so that the interest hereon shall not exceed the maximum amount permitted by applicable law.

10.6 Obligations of the Association with Respect to Funds. The Association shall not be obligated to spend during any one calendar year all sums collected by it pursuant to the terms hereof during such calendar year; and, absent a seventy-five percent (75%) vote by both the Class A and Class B Members to the contrary, the Association may carry forward as surplus any balances remaining on account with, or under the control of, the Association and use any surpluses so retained to reduce the amount of the Annual Charge in any succeeding year, establish or add to a reserve for the purpose of offsetting large expenses in the future, or for such other uses(s) as are permitted by the terms hereof. Within a reasonable time after the end of each calendar year, the Association shall provide to all Members an annual accounting of the funds collected and expended by the Association and the balances remaining on account with or under the control of the Association.

## ARTICLE XI IMPOSITION OF CHARGE AND LIEN UPON PROPERTY

11.1 Creation of Lien for Assessments. Each Site, including rents and insurance proceeds received by the Member and relating to the Member's Site, shall be subject to a continuing lien for any and all Assessments levied by the Association against such Site in accordance with the provisions of this

Declaration from the date of such levy until paid. The Assessments, together with interest thereon, and the costs of collection thereof (including reasonable attorneys' fees and expenses) as herein provided, shall be a charge against, and a continuing lien upon, any Site against which each such Assessment or charge is made until paid. The lien may be enforced in accordance with the rights of the Association as set forth in Section 10.3 above.

11.2 Personal Obligation of Members. Each Member, by acceptance of a Deed or other conveyance of any Site, whether or not it shall be so expressed in any such Deed or other conveyance, and so long as such Member is the record owner of any such Site, shall be deemed to covenant and agree to pay to the Association all Assessments as provided in Article X hereof. In addition to the lien created pursuant to Section 11.1, each such Assessment, together with interest thereon and costs of collection thereof (including reasonable attorneys' fees and expenses), shall be the personal obligation of the Person owning the Site at the time of the Assessment.

11.3 Subordination of Lien to Deed of Trusts. The lien of any Assessment or charge authorized in this Declaration with respect to the Property, or any Site thereof, is hereby made subordinate to the lien of any bona fide Deed of Trust on the Property as a whole or on any individual Site if, but only if, all Assessments and charges levied against such Site falling due on or prior to the date such Deed of Trust is recorded have been paid. To the extent permitted by law, the sale or transfer of any Site pursuant to a deed in lieu of foreclosure, a judicial or non-judicial Deed of Trust foreclosure proceeding, or the sale or transfer of any Site pursuant to a sale under power contained in a Deed of Trust on the Site, shall not extinguish the lien of any Assessment which arises subsequent to the date of recordation of the Deed of Trust, and any and all proceeds from the sale or transfer pursuant thereto which exceed the debt and costs of collection of such Deed of Trust indebtedness secured by the Site, shall be due and payable to the Association, but only to the extent of any Assessments (including any interest thereon or costs of collection thereof) due on the Site(s) so sold or transferred; provided, however, any purchaser of any Site at a Deed of Trust foreclosure shall become, on the date of the purchase, a Member subject to the terms and conditions of this Declaration but not subject to any deficiency arising out of foreclosure, including the provisions relating to Assessments set forth in Article X hereof. The foregoing subordination shall not relieve a Member whose Site has been subjected to a Deed of Trust from the personal obligation to pay all Assessments and charges falling due during the time when the Member is or was the owner of such Site.

## ARTICLE XII GENERAL

12.1 Indemnity for Damages. Each and every Member and future Member, by its acceptance of a Deed or contract for any Site, agrees to be liable for, and to indemnify Developer and the Association against, any damage caused by such Member, or the contractor, agent, or employees of such Member, to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines owned by Developer or the Association, or for which Developer or the Association has responsibility, at the time of such damage.

12.2 Severability. Every one of the provisions and Restrictions of this Declaration is hereby declared to be independent of, and severable from the rest of the provisions and Restrictions and of and from every combination of the provisions and Restrictions. Invalidation by any court of any provision or Restriction in this Declaration shall in no way affect any of the other provisions or Restrictions which shall remain in full force and effect.

### 12.3 Amendments; Variances.

(a) For the period during which Developer's Class B Member status exists, Developer retains the right to establish and declare such amendments to this Declaration as Developer shall from time to time, in its sole discretion, deem to be appropriate, and such amendments shall be effective as to all portions of the Property which have not theretofore been conveyed by Developer; provided, however, that in the event the Member owning or leasing any Site theretofore conveyed joins in the execution of any such amendment, then such amendment shall be effective also as to the Site owned or leased by such Member. Developer shall be a necessary party to any such amendment. Any amendment shall be effective immediately upon the filing thereof in the Official Records, or in such other place of recording as may be appropriate at the time of the execution of such instrument, regardless of whether actual notice thereof has been given to any person or entity having an interest in the Property or any portion thereof.

(b) At such times as Developer's Class B Member status no longer exists, this Declaration may be amended and/or terminated in its entirety by an instrument signed by Class A Members having not less than fifty-five (55%) of the Class A Member votes, which instrument shall be filed for recording among the land records in the Official Records, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

(c) Notwithstanding anything to the contrary contained in this Section 12.3, Developer shall not amend this Declaration or grant exceptions to and/or variances from the Restrictions contained herein so as to (i) in Developer's judgment, materially adversely affect the architectural standards and other quality control standards for the development of the Park as set forth in this Declaration or (ii) amend or waive the obligation of a Member to pay assessments as provided for herein, provided, however, that Developer reserves the right to amend or waive the obligation of any owner of a portion of the Property not intended for the use as a site for improvements to accommodate industrial, commercial or other business enterprises to pay assessments as provided for herein.

12.4 Captions. The captions preceding the various sections and subsections, if any, of this Declaration are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

12.5 Effect of Violation on Deed of Trust Lien. No violation of any of the Restrictions shall defeat or render invalid the lien or security title of any Deed of Trust made in good faith and for value upon any portion of the Property; provided, however, that any lender in actual possession, or any purchaser acquiring title to any portion of the Property by deed in lieu of foreclosure, or at foreclosure, shall be bound by and subject to these Restrictions as fully as any other owner of any portion of the Property.

12.6 No Reverter. No Restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

12.7 Duration. The Restrictions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of and shall be enforceable by Developer, the Association, the Design Review Committee, any Member, and the owner of any Site included in the Property, their respective legal representatives, heirs, successors and assigns until the date which is twenty (20) years following the date on which this Declaration is initially recorded in the Official Records, after which time said Restrictions shall be automatically extended for successive periods of ten (10) years.

12.8 Enforcement. In the event of a violation or breach of any of the Restrictions, or any amendments thereto, by Developer, the Association, or any Member (or employee, agent, or lessee of any Member), then the Association, Developer (so long as it is a Member of the Association) their successors and assigns, or any Member, shall provide written notice of such violation or breach to the defaulting party, whereupon said defaulting party shall have five (5) days from receipt of such notice to cure such violation or breach. Thereafter, the Association, Developer (so long as it is a Member of the Association) their successors and assigns, or any Member, shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said Restrictions, to sue for and recover damages or other dues, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver by that party or an estoppel of that party or of any other party to assert any right available to such party upon the recurrence or continuation of said violation or the occurrence of a different violation.

12.9 No Waiver. The failure of any party entitled to enforce any of the Restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such a violation or breach occurring prior or subsequent thereto.

12.10 Voting. Whenever reference is made in this Declaration to approval by a certain percentage of the Members, such requirement shall be interpreted to mean the required percentage of Members eligible to vote and voting at a duly called meeting or consent in lieu of meeting of such Members, as set forth in the corporate documents of the Association.

12.11 Assignability.

(a) Developer may assign all of its rights and obligations hereunder to any Person to which Developer simultaneously conveys its interest in all or substantially all of the Property owned by Developer as of the date of such assignment and conveyance. By the acceptance of such conveyance, the grantee thereof shall be conclusively deemed to have accepted such assignment and to have assumed and agreed to perform and be bound by the obligations of Developer hereunder, and shall thereafter have the same rights and be subject to the same obligations as are given to and assumed by Developer herein. Upon such assignment, Developer shall be released from all obligations hereunder which shall arise thereafter, but not from obligations arising prior to such assignment.

(b) Developer may at any time assign any or all of its rights and obligations and duties hereunder to the Association, and the Association shall accept such assignment and be deemed to have assumed and agreed to perform and be bound by the obligations of Developer hereunder and shall thereafter have such rights and be subject to such obligations as are so assigned by Developer. Upon such assignment, Developer shall be released from all obligations hereunder which shall arise thereafter, but not from obligations arising prior to such assignment unless specifically released therefrom by the Association.

(c) At such time as there shall no longer be a Class B membership in the Association, Developer shall be deemed to have assigned all of its rights and obligations hereunder to the Association, and the Association shall be deemed to have accepted such assignment and to have assumed and agreed to perform and be bound by the obligations of Developer hereunder. Upon such assignment, Developer shall be released from all obligations hereunder which shall arise thereafter, but not from obligations arising prior to such assignment.

(d) Upon an assignment of Developer's rights and obligations hereunder to the Association, all references herein to Developer shall be deemed to refer to the Association.

12.12 Notices. All notices, approvals or other communications required or permitted to be given under this Declaration shall be in writing and shall be considered as properly given or made: (i) on the second (2nd) day after being mailed from within the United States by certified mail, return receipt requested, postage prepaid and addressed to the person to whom it is intended at the address of said person as set forth below, whether actually received or not; or (ii) when actually received by the person to whom it is intended if given in any other manner. The mailing address for a Member shall be the most recent address of said Member designated in writing to Developer, or if not so designated, as shown on the tax rolls of Wake County, North Carolina. The initial mailing address for Developer shall be c/o Duke Realty Corporation, 1800 Perimeter Park Dr., Suite 200, Morrisville, North Carolina 27560, Attention: Senior Property Manager, with a copy to Duke Realty Corporation, 3950 Shackleford Road, Suite 300, Duluth, Georgia 30096-8268, Attention: Legal Department - Raleigh Market. Developer may change its address by filing a written instrument in the recording office where this Declaration is filed stating its new address.

12.13 Additional Rights of Developer. Until such time as the Association is formed, Developer shall have all of the rights and obligations of the Association specified herein.


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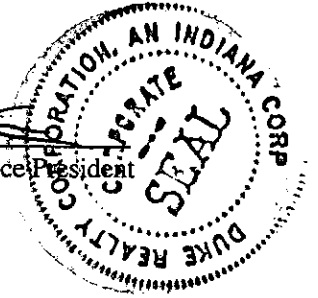
IN WITNESS WHEREOF, Developer and DCLP have executed this Declaration on this the day and year first above written.

**DEVELOPER:**

DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership, doing business in North Carolina as Duke Realty of Indiana Limited Partnership

By: DUKE REALTY CORPORATION, an Indiana corporation, General Partner

By:   
H. Andrew Kelton, Senior Vice President

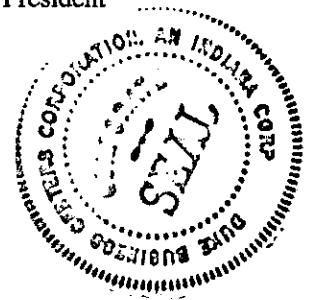


**DCLP:**

DUKE CONSTRUCTION LIMITED PARTNERSHIP, an Indiana limited partnership

By: DUKE BUSINESS CENTERS CORPORATION, an Indiana corporation, General Partner

By:   
H. Andrew Kelton, Senior Vice President



Notary Acknowledgements on Following Page

STATE OF NORTH CAROLINA

COUNTY OF WAKE

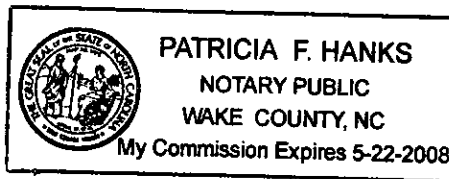
I, Patricia F. Hanks, a Notary Public of the County and State aforesaid, certify that H. Andrew Kelton, as Senior Vice President of Duke Realty Corporation, the sole general partner of **Duke Realty Limited Partnership**, an Indiana limited partnership doing business in North Carolina as Duke Realty of Indiana Limited Partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument as the act and deed of said limited partnership.

Witness my hand and official seal this 28 day of June, 2005.

Patricia F. Hanks  
Notary Public

My Commission Expires: May 22, 2008

[NOTARIAL SEAL]



STATE OF NORTH CAROLINA

COUNTY OF WAKE

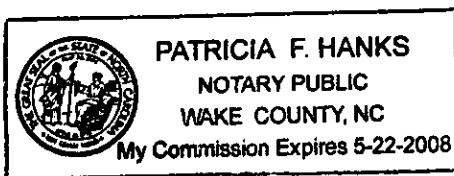
I, Patricia F. Hanks, a Notary Public of the County and State aforesaid, certify that H. Andrew Kelton, as Senior Vice President of Duke Business <sup>Centers</sup> ~~Services~~ Corporation, the sole general partner of **Duke Construction Limited Partnership**, an Indiana limited partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument as the act and deed of said limited partnership.

Witness my hand and official seal this 26 day of June, 2005.

Patricia F. Hanks  
Notary Public

My Commission Expires: May 22, 2008

[NOTARIAL SEAL]



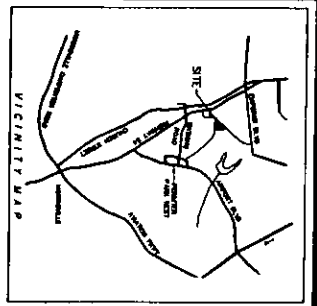
**EXHIBIT A**

## Description of the Property

ALL THOSE CERTAIN TRACTS OR PARCELS OF LAND lying and being located in Wake County, North Carolina, and being identified on the recorded plats noted below (copies of which plats are attached hereto for reference):

<u>Plat Book</u>	<u>Page</u>	<u>Lot</u>
Book of Maps 2001	Page 42	Lot 8B
Book of Maps 2000	Page 1386	Lot 9
Book of Maps 2000	Page 446	Lot 7
Book of Maps 2000	Page 446	Lot 2
Book of Maps 1999	Page 224	Lot 1
Book of Maps 2005	Page 1089	Lot 14A
Book of Maps 2005	Page 1089	Lot 14B
Book of Maps 2005	Page 1089	Lot 13A
Book of Maps 2005	Page 1089	Lot 11
Book of Maps 2005	Page 1089	Lot 9
Book of Maps 2005	Page 1089	Lot 15
Book of Maps 2005	Page 1089	2.365 Acres labeled as Deed Book 8100 Page 1431

LESS AND EXCEPT from the above-described property, all that certain property which has been the subject of any public right-of-way dedications or right-of-way takings.



THIS PLAT IS NOT TO BE RECORDED AFTER A PLAT OF RECORD IS FILED TO BE RECORDED FROM THE SAME PLAT IS AN "OUT" OF THE CITY LIMITS

RECORDED IN BOOK OF MAPS ~~2001~~ PAGE 42

STATE OF NORTH CAROLINA  
COUNTY OF WAKE  
**Robert W. Weeks**  
Surveyor General  
1/16/01 DATE

NC H&L 83

DEPUTY PLAT CONTROL  
THE DIVISION OF PROPERTY SHOWS THIS PLAT IS CORRECT FROM THE SUBMISSION RECORDS OF THE TOWN OF WAKEFORD, NORTH CAROLINA PURSUANT TO ARTICLE 1, SECTION 1, CHAPTER 406, N.C. GENERAL STATUTES.

*[Signature]*  
1/16/01 DATE



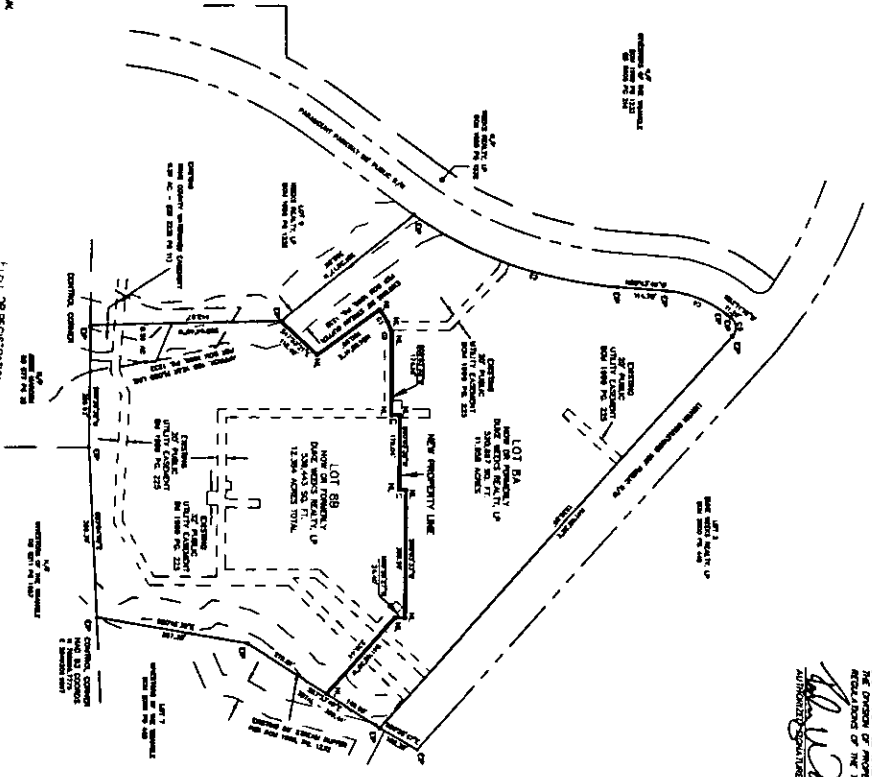
STATE OF NORTH CAROLINA, WAKE COUNTY  
GREGORY M. JONES, SURVEYOR  
THIS PLAT IS NOT TO BE RECORDED AFTER A PLAT OF RECORD IS FILED TO BE RECORDED FROM THE SAME PLAT IS AN "OUT" OF THE CITY LIMITS

*[Signature]*  
1/16/01 DATE

1. GREGORY M. JONES, A PROFESSIONAL LAND SURVEYOR, NUMBER 13785, CERTIFIES THAT THIS PLAT IS OF A SURVEY THAT COMPLETES A DIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES THE PLACING OF PLATS.

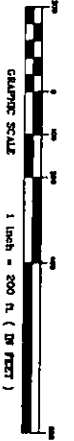
NOTES

1. ALL PLATS REQUIRE BY CONSUMER PROTECTION ACT.
2. ALL PLATS REQUIRE BY CONSUMER PROTECTION ACT.
3. ALL PLATS REQUIRE BY CONSUMER PROTECTION ACT.
4. ALL PLATS REQUIRE BY CONSUMER PROTECTION ACT.
5. ALL PLATS REQUIRE BY CONSUMER PROTECTION ACT.
6. ALL PLATS REQUIRE BY CONSUMER PROTECTION ACT.
7. ALL PLATS REQUIRE BY CONSUMER PROTECTION ACT.
8. ALL PLATS REQUIRE BY CONSUMER PROTECTION ACT.
9. ALL PLATS REQUIRE BY CONSUMER PROTECTION ACT.



DATE	TIME	BY
1/16/01	10:30	G.M.J.

DATE	TIME	BY
1/16/01	10:30	G.M.J.



- LEGEND
- LINE SURVEYED
  - LINE NOT SURVEYED
  - RIGHT OF WAY LINES
  - EXISTING ROAD PAVE
  - CONCRETE MONUMENT
  - NAIL SET

1. ALL PLATS REQUIRE BY CONSUMER PROTECTION ACT.

*[Signature]*  
DATE 1/16/01

STATE OF NORTH CAROLINA, WAKE COUNTY  
GREGORY M. JONES, SURVEYOR  
1/16/01 DATE



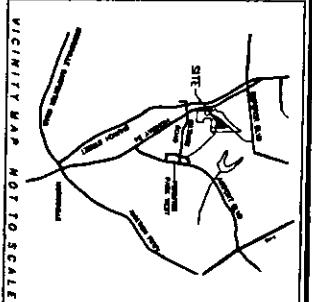
**SUBDIVISION SURVEY OF  
PARAMOUNT CENTER - LOTS 8A & 8B**  
PREPARED FOR  
**DUKE-WEEKS  
REALTY CORPORATION**  
1800 PERIMETER PARK DRIVE, SUITE 200  
CEDAR FORK TOWNSHIP, WAKE CO, NORTH CAROLINA

ISSUE SEQUENCE	NO.	DATE	DESCRIPTION
PROJECT NO.:	DMK-012		
SURVEYED BY:	GNJ		
CHECKED BY:	ARN		
DATE:	11/10/00		

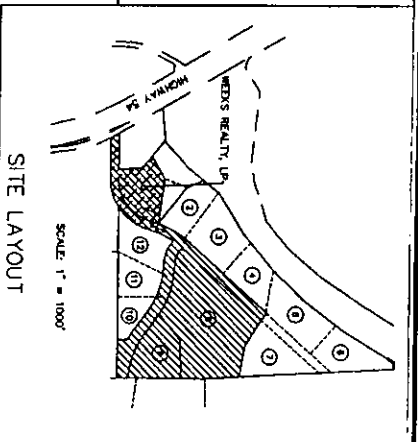
PROJECT NO.: DMK-012  
SURVEYED BY: GNJ  
CHECKED BY: ARN  
DATE: 11/10/00

RECORDED IN BOOK OF MAPS

PAGE



THE PURPOSE OF THIS SURVEY IS TO CORRECT INFORMATION WHICH HAS BEEN PREVIOUSLY RECORDED IN BOM 1999 AT PAGE 224 AND BOM 1998 AT PAGE 1231



SITE LAYOUT SCALE: 1" = 1000'

ACCEPTANCE OF PUBLIC DEDICATION... The Town of Morrisville hereby accepts... public use, public dedication of all right-of-way public easements, public street, public recreation street, public open space, public utility, and other public improvements shown on this plat.

Tom Moore, Town Manager

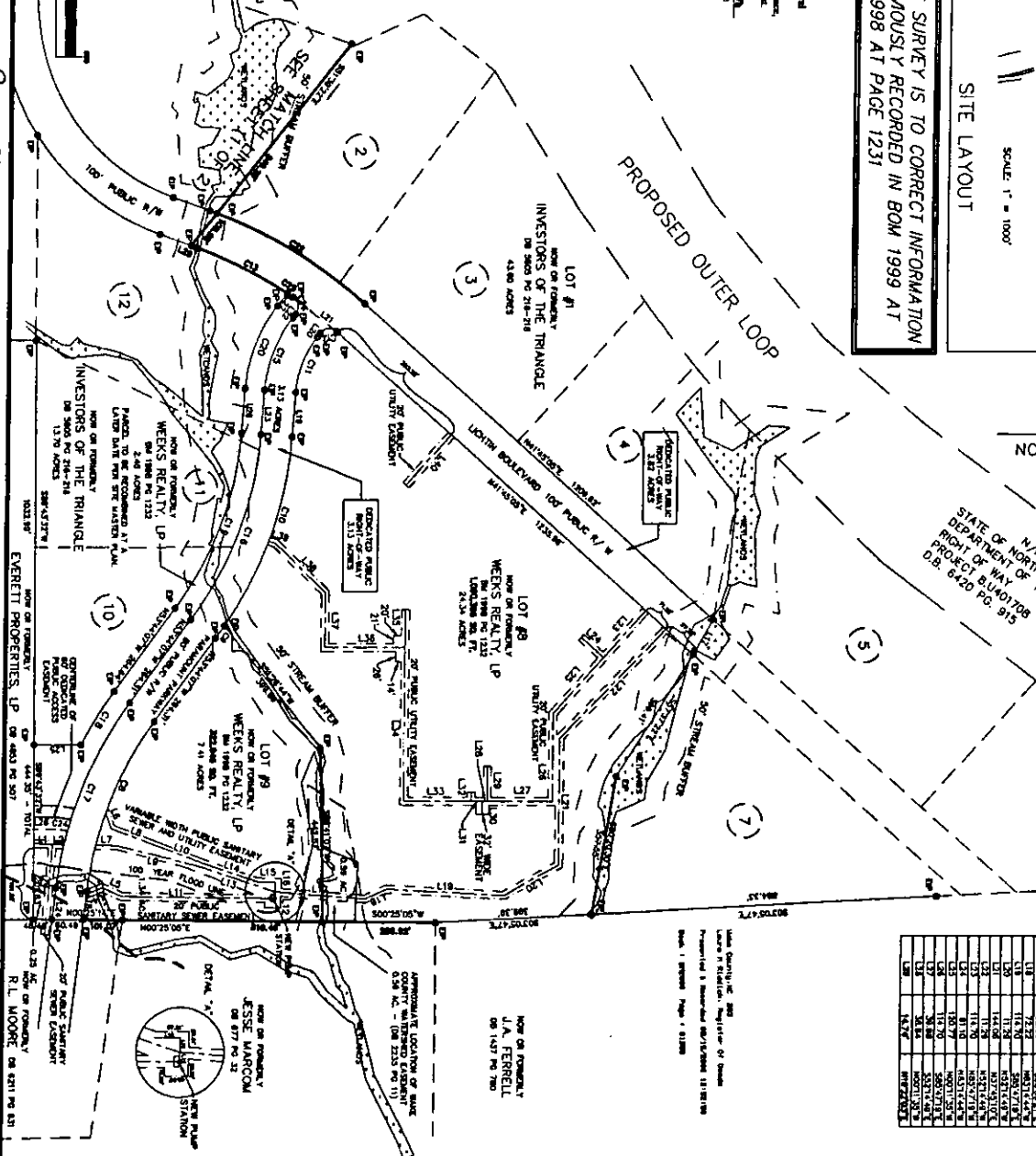
Stacy Gair, Date

FOR ADDITIONAL NOTES AND CERTIFICATE, SEE SHEET 1 OF 2 DETAIL. PLAT CONNECTION TO PARAMOUNT CENTER.

CURVE TABLE with columns for CURVE NO., BEARING, LENGTH, RADIUS, CHORD, ANGLES, etc.

- 1. METES ARE DETERMINED BY COORDINATE COMPUTATION... 2. DISTANCES SHOWN ARE HORIZONTAL... 3. THE PURPOSE OF THIS MAP IS TO SURVEY LOTS 8, 9, AND 10... 4. THE DATE OF SURVEY WAS 5/9/00... 5. ALL DISTANCES ARE EXCLUSIVE OF E/W UNLESS OTHER- WISE STATED.

GRAPHIC SCALE (1 INCH = 500 FEET)



LINE TABLE listing lot numbers, bearings, lengths, and areas.

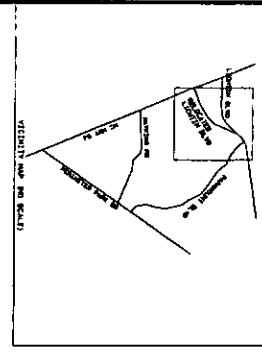
LEGEND and various symbols used in the plat diagram.

Book 2000 Page 1386

DSAtlantic logo and address: 201 POND PROMENADE ROAD • SUITE 100 • HALLMARK, NC 27838

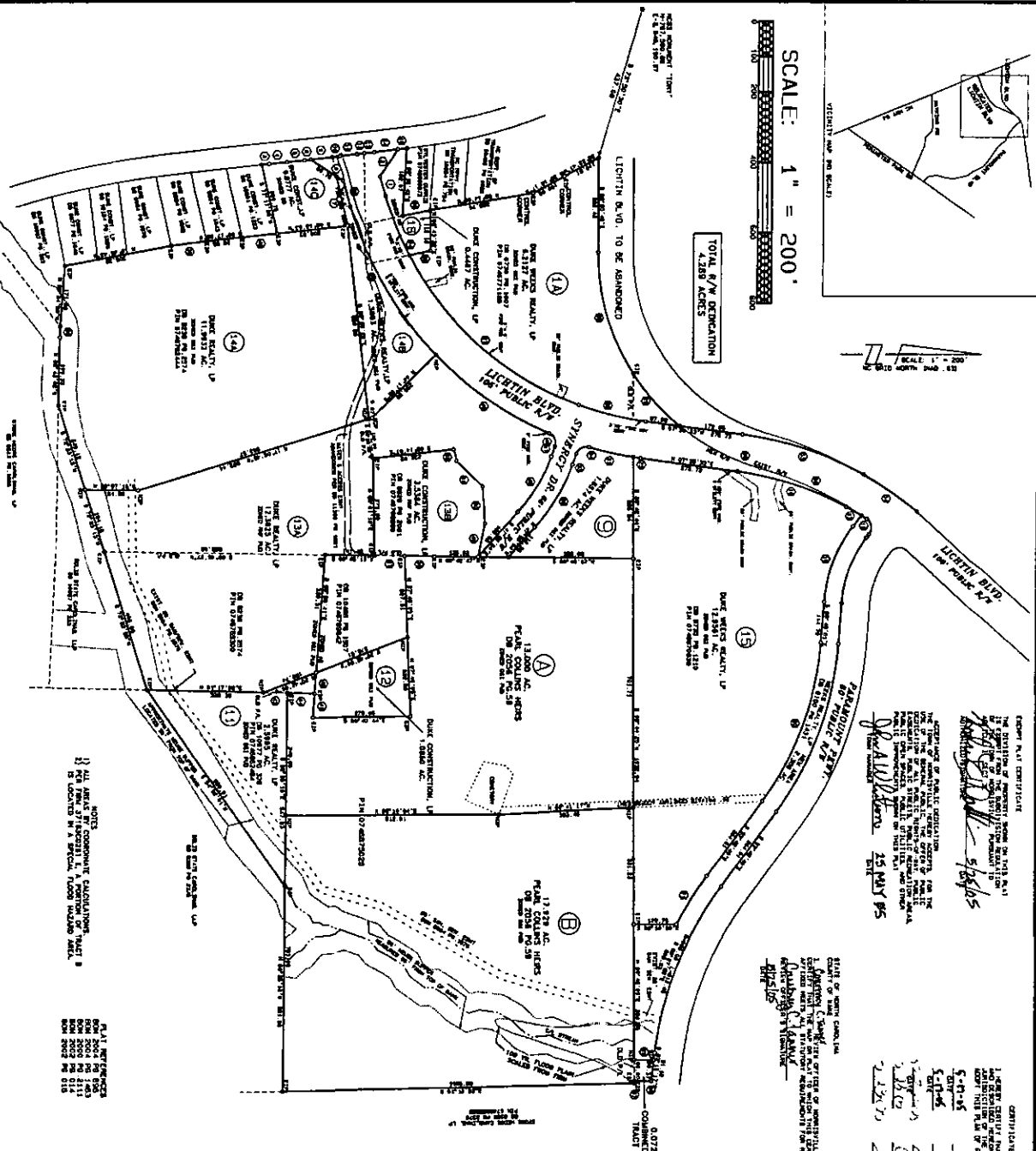
PLAT OF CORRECTION OF: PARAMOUNT CENTER PREPARED FOR: WEEKS REALTY, LP 1800 PERIMETER PARK DRIVE SUITE 200 MORRISVILLE, NORTH CAROLINA

SHEET 2 PROJECT NO: U0037-000 SURVEYED BY: BOB DRAWN BY: TEB DATE: 5/9/00



SCALE: 1" = 200'

TOTAL G/W DEMONSTRATION  
4,289 ACRES



EXPERT PLAT CERTIFICATE  
I, the undersigned, being duly sworn, depose and say that I am the duly qualified and duly licensed Professional Engineer in the State of North Carolina, and that I have prepared the foregoing plat in accordance with the provisions of Chapter 88C of the General Statutes of the State of North Carolina, and that the same is a true and correct copy of the original plat on file in my office, and that I have not been furnished with any information which would require me to change the same.

*John A. Williams*  
25 MAY 05

CERTIFICATE OF CONSTRUCTION AND RECONSTRUCTION  
I, the undersigned, being duly sworn, depose and say that I am the duly qualified and duly licensed Professional Engineer in the State of North Carolina, and that I have prepared the foregoing plat in accordance with the provisions of Chapter 88C of the General Statutes of the State of North Carolina, and that the same is a true and correct copy of the original plat on file in my office, and that I have not been furnished with any information which would require me to change the same.

*John A. Williams*  
25 MAY 05

STATE OF NORTH CAROLINA  
COUNTY OF LITCHFIELD  
I, the undersigned, being duly sworn, depose and say that I am the duly qualified and duly licensed Professional Engineer in the State of North Carolina, and that I have prepared the foregoing plat in accordance with the provisions of Chapter 88C of the General Statutes of the State of North Carolina, and that the same is a true and correct copy of the original plat on file in my office, and that I have not been furnished with any information which would require me to change the same.

*John A. Williams*  
25 MAY 05

STATE OF NORTH CAROLINA  
COUNTY OF LITCHFIELD  
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*John A. Williams*  
25 MAY 05

STATE OF NORTH CAROLINA  
COUNTY OF LITCHFIELD  
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*John A. Williams*  
25 MAY 05

NOTARY PUBLIC  
LITCHFIELD COUNTY, NORTH CAROLINA  
I, the undersigned, being duly sworn, depose and say that I am the duly qualified and duly licensed Professional Engineer in the State of North Carolina, and that I have prepared the foregoing plat in accordance with the provisions of Chapter 88C of the General Statutes of the State of North Carolina, and that the same is a true and correct copy of the original plat on file in my office, and that I have not been furnished with any information which would require me to change the same.

*John A. Williams*  
25 MAY 05

NO.	AREA	AREA (AC)	PERCENTAGE	TOTAL AREA (AC)
1	LOT 1	1.1282	2.64	42.89
2	LOT 2	1.1282	2.64	42.89
3	LOT 3	1.1282	2.64	42.89
4	LOT 4	1.1282	2.64	42.89
5	LOT 5	1.1282	2.64	42.89
6	LOT 6	1.1282	2.64	42.89
7	LOT 7	1.1282	2.64	42.89
8	LOT 8	1.1282	2.64	42.89
9	LOT 9	1.1282	2.64	42.89
10	LOT 10	1.1282	2.64	42.89
11	LOT 11	1.1282	2.64	42.89
12	LOT 12	1.1282	2.64	42.89
13	LOT 13	1.1282	2.64	42.89
14	LOT 14	1.1282	2.64	42.89
TOTAL		42.89	100.00	42.89

NOTES:  
1. ALL AREAS TO BE CONSTRUCTED OR RECONSTRUCTED SHALL BE LOCATED IN A SPECIAL FLOOD HAZARD AREA.  
2. ALL AREAS TO BE CONSTRUCTED OR RECONSTRUCTED SHALL BE LOCATED IN A SPECIAL FLOOD HAZARD AREA.  
3. ALL AREAS TO BE CONSTRUCTED OR RECONSTRUCTED SHALL BE LOCATED IN A SPECIAL FLOOD HAZARD AREA.

LITCHFIELD COUNTY, NC 1853  
REGISTERED PROFESSIONAL ENGINEER  
REGISTERED & RECORDED ON  
06/21/2005 AT 10:21:40  
BOOK: BK2005 PAGE: 01089

REV.	DATE	DESCRIPTION

**BASS, NIXON & KENNEDY, INC.**  
CONSULTING ENGINEERS  
6310 CHAPEL HILL ROAD  
SUITE 260  
RALEIGH, NORTH CAROLINA 27607  
919-851-4422 FAX 919-851-8988

RECOMBINATION & EXPERT SUBDIVISION SHEET  
PROPERTY OF:  
DUKE REALTY, LP,  
DUKE CONSTRUCTION, LP,  
HEIRS OF PEARL COLLINS  
MEMPHISVILLE CEDAR PARK TRSP. MADE CO. NC

**CERTIFICATE OF OWNERSHIP AND DEDICATION**  
 I, **Shirley**, the owner of the property shown and described herein, do hereby certify that the same is a public use and is for the benefit of the people of the State of North Carolina and that I hereby adopt the plan of subdivision with the proposed, existing, and proposed streets, alleys, easements, and other public improvements shown on the plan and do hereby dedicate all streets, alleys, easements, and other public improvements to the public use of the State of North Carolina and do hereby certify that the same are for the benefit of the people of the State of North Carolina.

DATE: March 1, 1999  
 BY: Shirley  
 A NORTH CAROLINA LIMITED PARTNER

**ACCEPTANCE OF PUBLIC DEDICATION**  
 THE TOWN OF MORRISVILLE HEREBY ACCEPTS THE USE OF THE GENERAL PUBLIC USE OF THE PROPERTY SHOWN ON THE PLAN FOR THE PURPOSES OF THE PUBLIC STREET, PUBLIC RECREATION AREA, PUBLIC OPEN SPACE, PUBLIC UTILITIES, AND OTHER PUBLIC IMPROVEMENTS SHOWN ON THE PLAN.  
 DATE: March 1, 1999  
 TOWN MANAGER, TOWN OF MORRISVILLE, N.C.

STATE OF NORTH CAROLINA  
 COUNTY OF WAKE  
 I, **Shirley**, the owner of the property shown and described herein, do hereby certify that the same is a public use and is for the benefit of the people of the State of North Carolina and that I hereby adopt the plan of subdivision with the proposed, existing, and proposed streets, alleys, easements, and other public improvements shown on the plan and do hereby dedicate all streets, alleys, easements, and other public improvements to the public use of the State of North Carolina.

DATE: March 1, 1999  
 TOWN MANAGER, TOWN OF MORRISVILLE, N.C.

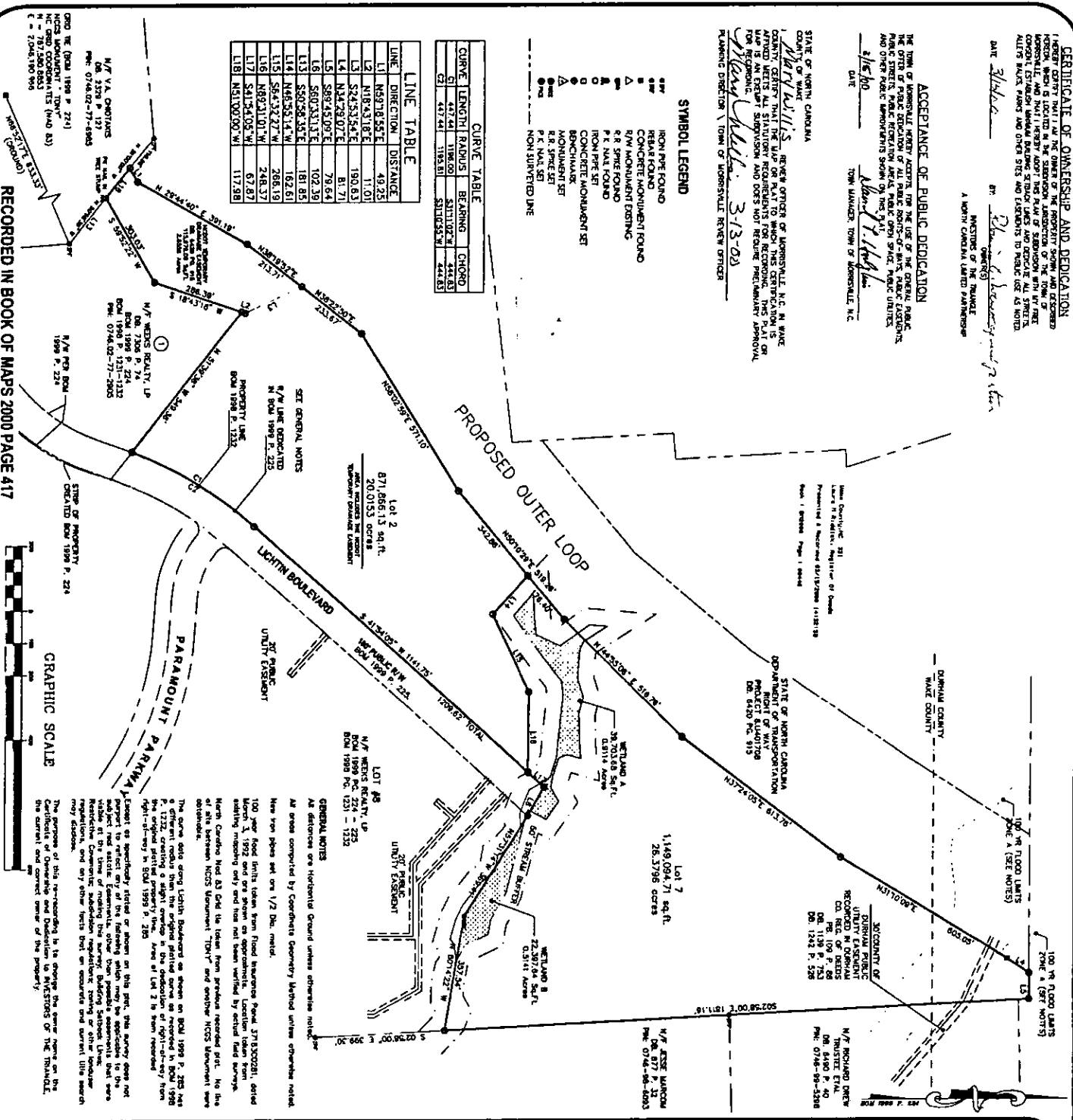
**SYMBOL LEGEND**  
 IRON PIPE FOUND  
 REBAR FOUND  
 CONCRETE MONUMENT FOUND  
 R/W MONUMENT EXISTING  
 R/R SPINE FOUND  
 P/R NAIL FOUND  
 CONCRETE MONUMENT SET  
 MONUMENT SET  
 R/R SPICE SET  
 P/R NAIL SET  
 NON SURVEYED LINE

**CURVE TABLE**

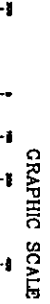
CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	47.41	1192.01	S41°11'27"W	44.81
C2	47.41	1192.01	S41°11'27"W	44.81

**LINE TABLE**

LINE	DIRECTION	DISTANCE
L1	N83°18'55"E	49.25
L2	N18°53'18"E	11.01
L3	S24°53'56"E	190.03
L4	N41°28'07"E	81.71
L5	S89°45'09"E	79.54
L6	S60°33'11"E	102.29
L13	S50°58'34"E	181.85
L14	N46°55'14"W	182.61
L15	S84°32'27"W	288.19
L16	N89°31'01"W	248.37
L17	S41°24'05"W	67.87
L18	N41°00'00"W	117.28



RECORDED IN BOOK OF MAPS 2000 PAGE 417  
 RE-RECORDED IN BOOK OF MAPS 2000 PAGE 417



**GENERAL NOTES**  
 All areas computed by Computer Geometry Method unless otherwise noted.  
 All areas shown are on 1/2" = 200' scale.  
 100 year Flood Data taken from Flood Insurance Rate Map 17183020201, dated 1992, and was derived from appropriate location taken from existing zoning map and was not been verified by actual field surveys.  
 North Carolina had 63 days take from previous recorded plat. No tie lines exist between NCCS Monument 'TOW' and another NCCS Monument were shown.  
 The owner does not own Lighth Boulevard as shown on BOD 1998 P. 285 and BOD 1999 P. 221. The plat is subject to the original plat shown on BOD 1998 P. 221 and BOD 1999 P. 221. The plat is subject to the original plat shown on BOD 1998 P. 221 and BOD 1999 P. 221.  
 The owner of the property shown on this plat, this survey does not subject the estate, easements, other than possible easements that were shown on the original plat shown on BOD 1998 P. 221 and BOD 1999 P. 221. The owner of the property shown on this plat, this survey does not subject the estate, easements, other than possible easements that were shown on the original plat shown on BOD 1998 P. 221 and BOD 1999 P. 221.  
 The purpose of this re-recording is to change the same name on the Certificate of Ownership and Dedication to MORTISVILLE OF THE TRIANGLE.

VICINITY MAP N15

THIS PARCEL IS LOCATED WITHIN THE TOWN OF MORRISVILLE PLANNING JURISDICTION

I, **Garry C. Warner, PLS 1-2988**, certify in one or more of the following as indicated below (X):

(X) a. That this plat is a preliminary plat created by a subdivision of land, and the process of bond registration, number and acknowledgment, apply to this plat.

Garry C. Warner, PLS 1-2988

PLANNING COMMISSION  
 MORRISVILLE, N.C.

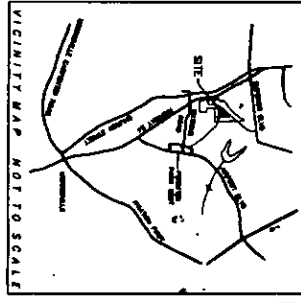
No.	CHANGED OWNER NAME IN CERTIFICATE OF OWNERSHIP	Reversion/Issue	Date
1	CHANGED OWNER NAME IN CERTIFICATE OF OWNERSHIP		03/14/00

**ELITE**

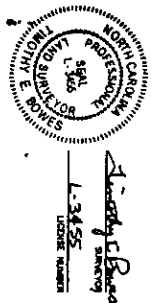
359 Jones Franklin Road, Suite 164A  
 Raleigh, N.C. 27606  
 (919) 851-1912  
 (919) 851-1718 (fax)

**FINAL PLAT - LOT 2 & LOT 7**  
 PARAMOUNT CENTER  
 FOR BIRD-WEEDER REALTY LIMITED PARTNERED  
 PROPERTY OF THE TRIANGLE  
 TOWN OF MORRISVILLE  
 WAKE COUNTY  
 NORTH CAROLINA

PROJ: 99488-00  
 11/15/99  
 1" = 200'

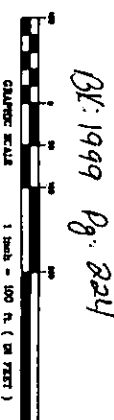
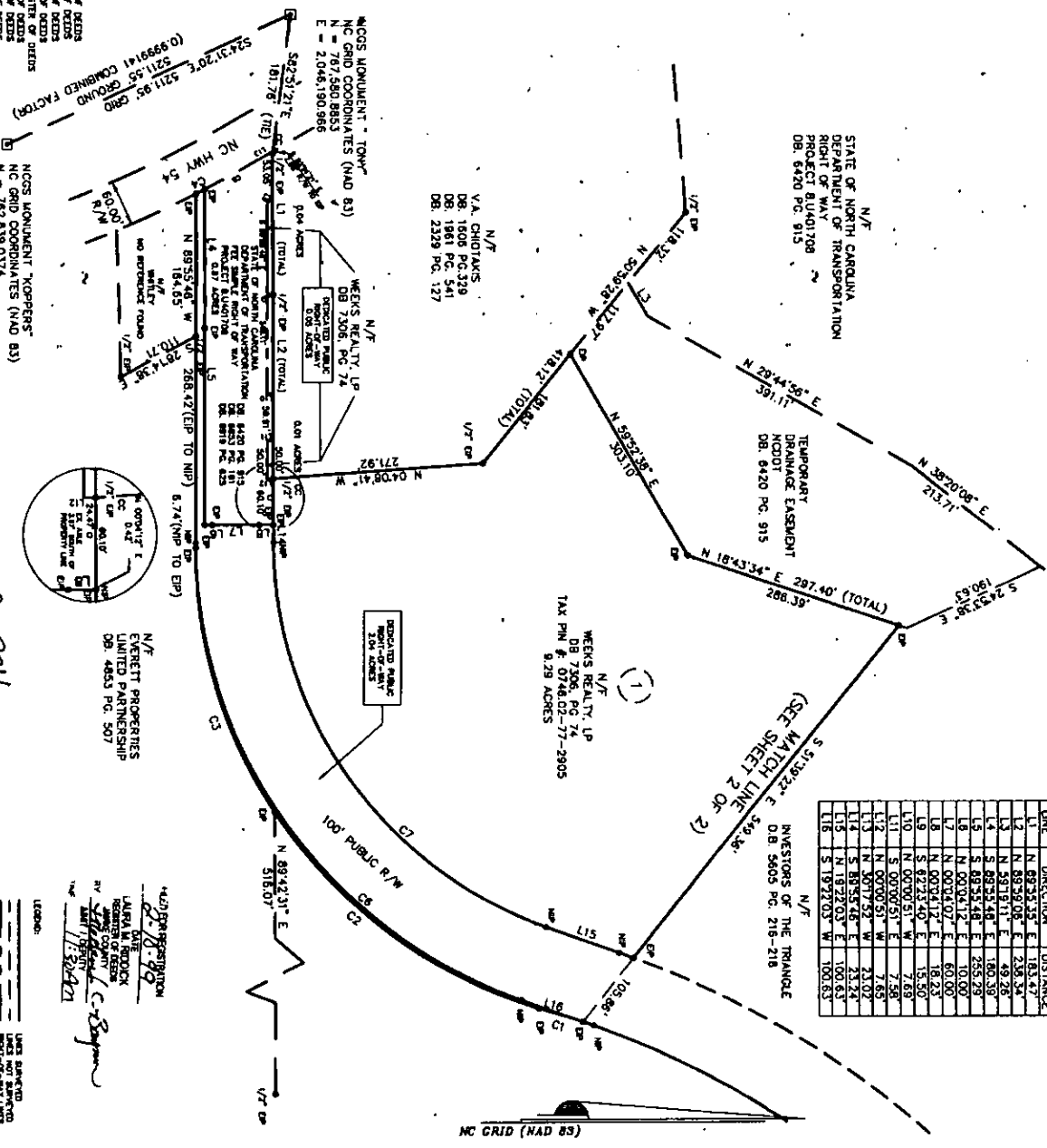


THE PROPERTY HEREIN IS THE PROPERTY OF THE STATE OF NORTH CAROLINA, COUNTY OF ...



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY  
PROJECT BUILD 1708  
DB: 6420 PG. 915

1. THE PROPERTY HEREIN IS THE PROPERTY OF THE STATE OF NORTH CAROLINA, COUNTY OF ...  
2. THE PROPERTY HEREIN IS THE PROPERTY OF THE STATE OF NORTH CAROLINA, COUNTY OF ...  
3. THE PROPERTY HEREIN IS THE PROPERTY OF THE STATE OF NORTH CAROLINA, COUNTY OF ...



CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	1096.00'	60.13'	30.07'	5.170715'	W	0.370856
C2	623.00'	436.92'	227.88'	5.164417'	W	40.01958
C3	623.00'	461.45'	165.97'	5.727700'	W	33.4429
C4	1473.57'	12.77'	8.30'	5.727700'	W	00.78447
C5	1473.57'	77.42'	446.82'	5.727700'	W	03.0010
C6	630.00'	777.42'	446.82'	5.443095'	W	70.42112
C7	530.00'	554.02'	315.98'	6.13311'	N	54.43095

NO.	DATE	DESCRIPTION
1	12/15/98	ISSUE
2	01/29/99	REVISED

PROJECT NO.: LUC037/000  
SURVEYED BY: GJR  
DRAWN BY: TBS  
DATE: 12/15/98

**SHEET 1**

OF 2

CAD & SURVEYING  
SHEETS/REVISIONS

FINAL PLAT LOTS 8 & 9  
**PARAMOUNT CENTER**  
PREPARED FOR:  
**WEEKS REALTY, LP**  
1800 PERIMETER PARK DRIVE  
SUITE 200  
MORRISVILLE, NORTH CAROLINA

**DSAtlantic**

101 JAMES STREET, 2ND FLOOR, SUITE 200, RALEIGH, NC 27601  
919-833-1111

CHARLOTTE, NC • COLUMBUS, NC • RALEIGH, NC • WASHINGTON, DC

**EXHIBIT B**

## Description of the DCLP Property

ALL THOSE CERTAIN TRACTS OR PARCELS OF LAND lying and being located in Wake County, North Carolina, and being identified on the recorded plats noted below (copies of which plats are attached hereto for reference):

<u>Plat Book</u>	<u>Page</u>	<u>Lot</u>
Book of Maps 2005	Page 1089	Lot 13B
Book of Maps 2005	Page 1089	Lot 12
Book of Maps 2005	Page 1089	Lot 14C
Book of Maps 2005	Page 1089	Seven lots fronting NC 54 labeled as:
		Deed Book 10601      Page 1223
		Deed Book 9824      Page 1543
		Deed Book 9824      Page 1565
		Deed Book 9824      Page 1570
		Deed Book 10154     Page 1550
		Deed Book 9877      Page 1040
		Deed Book 10997     Page 323
Book of Maps 2001	Page 42	Lot 8A

LESS AND EXCEPT from the above-described property, all that certain property which has been the subject of any public right-of-way dedications or right-of-way takings.





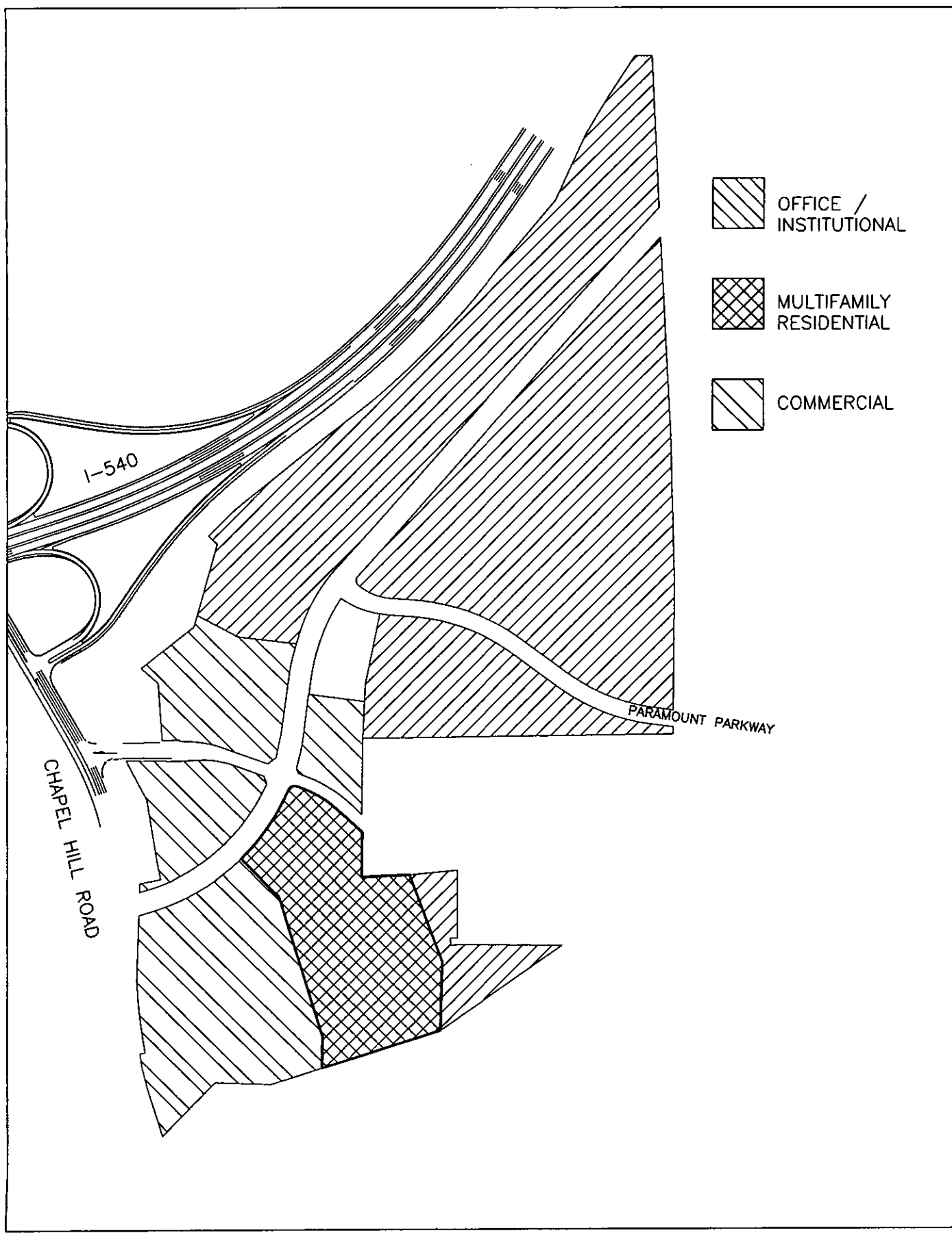


EXHIBIT C

**EXHIBIT D**

**NOTICE OF OWNERSHIP**

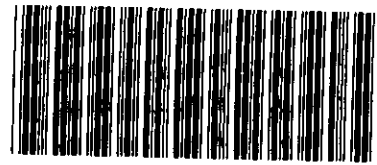
To: Duke Realty Limited Partnership  
c/o Duke Realty Corporation  
1800 Perimeter Park Dr., Suite 200  
Morrisville, N.C. 27560  
Attn: Property Manager for Perimeter Park

Notice is hereby given that the property on the attached deed has been sold to \_\_\_\_\_ . Please direct all future correspondence, communications and invoices to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Telecopy: \_\_\_\_\_

Sincerely,

\_\_\_\_\_



BOOK:011448 PAGE:00815 - 00854

Yellow probate sheet is a vital part of your recorded document. Please retain with original document and submit for rerecording.



Wake County Register of Deeds  
Laura M. Riddick  
Register of Deeds

North Carolina – Wake County

The foregoing certificate 5 of Patricia F Henks

Notary(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

Laura M. Riddick, Register of Deeds  
By: George W Paxon  
DEPUTY  
Assistant/Deputy Register of Deeds

This Customer Group  
6 # of Time Stamps Needed

This Document  
40 New Time Stamp  
# of Pages